



City of Cartersville

P.O Box 1390 – 10 Public Square – Cartersville, Georgia 30120
Telephone: 770-387-5616 – Fax 770-386-5841 – www.cityofcartersville.org

COUNCILPERSONS:

Matt Santini – Mayor
Dianne Tate – Mayor Pro Tem
Kari Hodge
Lindsey McDaniel, Jr.
Lori Pruitt
Jayce Stepp
Louis Tonsmeire, Sr.

AGENDA

Council Chambers, Third Floor of City Hall– 7:00
PM – 3/15/2012
Work Session – 6:00 PM

CITY MANAGER:

Sam Grove

CITY ATTORNEY:

David Archer

CITY CLERK:

Connie Keeling

I. Opening of Meeting

- Invocation
- Pledge of Allegiance
- Roll Call

II. Regular Agenda

A. Council Meeting Minutes

1. March 1, 2012 (Page 4-20)

[Attachments](#)

B. Public Hearing - 1st Reading of Zoning/Annexation Requests

1. File #Z12-01: Rezoning application by Steve Cowart (Lee Perkins, representative) for property located at 1120 West Avenue (approximately 2.7 acres) from G-C (General Commercial) to L-I (Light Industrial). (Page 21-34)

[Attachments](#)

C. First Reading of Ordinances

1. Amendment to Motor Vehicle and Traffic Ordinance(Page 35-36)

[Attachments](#)

D. Appointments

1. Development Authority of Cartersville (Page 37)

[Attachments](#)

E. Contracts/Agreements

1. Crime Mapping Software (Page 38-59)

[Attachments](#)

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2. 2012 Yard Waste (Page 60-73)

[Attachments](#)

F. Bid Award/Purchases

1. Baseball Netting (Page 74-82)

[Attachments](#)

2. Cabling, Video Surveillance, Data Services & Equipment (Page 83-84)

[Attachments](#)

3. Smart Boards & Projectors from Multi Media Services (Page 85-87)

[Attachments](#)

4. Purchase of Replacement Mixers at Water Pollution Control Plant (Page 88-90)

[Attachments](#)

5. Repair Main Street Water Boost Pump Station (Page 91-93)

[Attachments](#)

6. Replacement of Stock Items at Distribution and Collections (Page 94-96)

[Attachments](#)

G. Other

1. Library Reimbursement Request (Page 97-98)

[Attachments](#)

H. Surplus Equipment

1. Surplus Equipment (Page 99-101)

[Attachments](#)

I. Monthly Financial Statement

1. January 2012 (Page 102-106)

[Attachments](#)

III. Tabled

A. Second Reading of Ordinances

1. Amendment to Utilities Ordinance Regarding Electric Rates (Page 107-124))

[Attachments](#)



City of Cartersville

City Council Meeting
3/15/2012 7:00:00 PM
March 1, 2012

SubCategory:	Council Meeting Minutes
Department Name:	Clerk
Department Summary Recommendation:	Attached are the minutes for your review and approval.
City Manager's Remarks:	Minutes have been compiled and reviewed by staff and are recommended for your approval.
Financial/Budget Certification:	
Legal:	
Associated Information:	

City Council Meeting
10 N. Public Square
March 1, 2012
6:00 P.M. – Work Session 7:00 P.M.

I. Opening Meeting

Invocation by Council Member Tonsmeire

Pledge of Allegiance led by Council Member Stepp

The City Council met in Regular Session with Matt Santini, Mayor presiding and the following present: Kari Hodge, Council Member Ward One; Jayce Stepp, Council Member Ward Two; Louis Tonsmeire, Sr., Council Member Ward Three; Lindsey McDaniel Council Member Ward Four; Dianne Tate, Council Member Ward Five; Sam Grove, City Manager; Connie Keeling, City Clerk and David Archer, City Attorney. Lori Pruitt, Council Member Ward Six was absent.

II. Regular Agenda

A. Council Meeting Minutes

1. February 16, 2012

A motion to approve the February 16, 2012 City Council Meeting minutes as presented was made by Council Member Tate and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 5-0

B. Second Reading of Ordinances

1. Amendment to Utilities Ordinance Regarding Electric Rates

Mayor Santini stated that the city was still collecting data on these rates and asked that this item be tabled.

A motion to table the Electric Rate Ordinances at this time was made by Council Member Stepp and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 5-0

2. Amendment to Utilities Ordinance Regarding Electric Rate/Rider Language Modification Only

David Myers Electric Superintendent stated that these rates and riders are not affected by the 2011 Cost of Service study. These rates and riders contain language modifications only and do not affect existing customers. Mr. Myers stated that there have been no changes since the first reading and recommended approval.

A motion to approve the ordinance changes was made by Council Member Tonsmeire and seconded by Council Member Tate. Motion carried unanimously. Vote 5-0

Ordinance
of the
City of Cartersville, Georgia
Ordinance No. 16-12

NOW BE IT AND IT IS HEREBY ORDAINED by the Mayor and City Council of the City of Cartersville, Georgia, that the CITY OF CARTERSVILLE CODE OF ORDINANCES, CHAPTER 24. UTILITIES, ARTICLE X. ELECTRIC SYSTEM, DIVISION 10. AREA LIGHTING SERVICE; TARIFF ALS-4, Section 24-301 is hereby amended by deleting said Division in its' entirety and replacing it with the following:

1.

DIVISION 10. AREA LIGHTING SERVICE; TARIFF ALS-5

Section 24-301. Generally.

- (a) EFFECTIVE DATE: Bills rendered on or after March 19, 2012.**
- (b) AVAILABILITY: Available in all areas served by the City of Cartersville Electric System (CES) and subject to CES's service rules and regulations.**
- (c) APPLICABILITY: Applicable only to outdoor lighting by ballast-operated vapor lamp fixtures with high pressure sodium (HPS), metal halide (MH), or mercury vapor (MV) lamps, and poles conforming to CES specifications. Service will be rendered only at locations that, in the sole opinion of CES, are readily accessible for maintenance. This tariff is applicable only to outdoor lighting installed, owned and maintained by CES for residential, commercial, or industrial use.**
- (d) MONTHLY RATES:**

(1) HIGH PRESSURE SODIUM

<u>Size</u>	<u>Type</u>	<u>Rate</u>
100W	Open Bottom.....	\$10.00
100W	Cobrahead.....	\$11.00
150W	Cobrahead.....	\$13.00
150W	Post Top.....	\$13.00
250W	Cobrahead.....	\$16.00

250W	Directional Flood	\$18.50
250W	Parking Lot	\$24.50
400W	Cobrahead	\$18.00
400W	Directional Flood	\$23.50
400W	Parking Lot	\$30.50
1000W	Directional Flood	\$38.50
1000W	Parking Lot	\$38.50

(2) MERCURY VAPOR*

<u>Size</u>	<u>Type</u>	<u>Rate</u>
175W	Open Bottom	\$10.00
175W	Cobrahead	\$11.50
400W	Cobrahead	\$18.50

*These rates are for existing mercury vapor lights only. No new mercury vapor lights will be installed.

(3) METAL HALIDE**

<u>Size</u>	<u>Type</u>	<u>Rate</u>
250W	Directional Flood	\$28.50
250W	Parking Lot	\$28.50
400W	Directional Flood	\$34.00
400W	Parking Lot	\$34.00
1000W	Directional Flood	\$40.00
1000W	Parking Lot	\$40.00

**Not approved for roadway use.

(4) POLES

<u>Size</u>	<u>Type</u>	<u>Rate</u>
14'	Acorn Decorative	\$2.00
20'	Acorn Decorative	\$2.00
20'	Salem Aluminum	\$1.50
30'	Wood	\$1.50
35'	Wood	\$2.00
40'	Wood	\$2.50
30'	Shoebox Decorative	\$1.50
35'	Shoebox Decorative	\$2.00
40'	Shoebox Decorative	\$2.50
40'	Cobrahead Decorative	\$2.50

(e) **POLE INSTALLATION CHARGE:** A non-refundable contribution to construction will be required if it is necessary for CES to set a pole or poles in providing leased lighting.

<u>Size</u>	<u>Type</u>	<u>Rate</u>
14'	Acorn Decorative	\$1000.00
20'	Acorn Decorative	\$1000.00
20'	Salem Aluminum	\$200.00
30'	Wood	\$150.00
35'	Wood	\$150.00
40'	Wood	\$150.00
30'	Shoebox Decorative	\$600.00
35'	Shoebox Decorative	\$750.00
40'	Shoebox Decorative	\$900.00
40'	Cobrahead Decorative	\$1000.00

If the customer requires CES to install light fixtures on other CES poles, the customer may be required to pay a contribution to construction to meet a 3 to 1 annual revenue ratio.

(f) **OUTDOOR LIGHTING SERVICE INSTALLED BEYOND THE BILLING METER:**

<u>Size</u>	<u>Discount Per Fixture</u>
100W	\$1.81
150W	\$2.66
175W	\$2.84
250W	\$4.65
400W	\$6.71
1000W	\$16.35

(g) **TERM OF CONTRACT:** The term is a minimum of three (3) years. CES may, at its option, require an advance payment of up to one-half (1/2) of the estimated maximum annual revenue expected to occur during the term of the contract.

(h) **POWER COST ADJUSTMENTS:** This tariff is not subject to the Power Cost Adjustment Rider.

(i) **RIDERS:** The amount calculated in this tariff is subject to increase or decrease under the provisions of any applicable rider that may be approved by the City Council of the City of Cartersville.

2.

It is the intention of the city council and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of Ordinances, City of Cartersville, Georgia, and the sections of this ordinance may be renumbered to accomplish such intention.

BE IT AND IT IS HEREBY ORDAINED.

First Reading this the 16th day of February 2012.

ADOPTED this the 1st day of March 2012. Second Reading.

/s/ Matthew J. Santini
Matthew J. Santini
Mayor

ATTEST:

/s/ Connie Keeling
Connie Keeling
City Clerk

Ordinance

of the

City of Cartersville, Georgia

Ordinance No. 17-12

NOW BE IT AND IT IS HEREBY ORDAINED by the Mayor and City Council of the City of Cartersville, Georgia, that the CITY OF CARTERSVILLE CODE OF ORDINANCES, CHAPTER 24. UTILITIES, ARTICLE X. ELECTRIC SYSTEM, DIVISION 7. CUSTOMER-OWNED LIGHTING SERVICE; TARIFF COL-3, Section 24-286 is hereby amended by deleting said Division in its' entirety and replacing it with the following:

1.

DIVISION 7. CUSTOMER-OWNED LIGHTING SERVICE;
TARIFF COL-4

Section 24-286. Generally.

(j) EFFECTIVE DATE: Bills rendered on or after March 19, 2012.

(k) AVAILABILITY: Available in all areas served by the City of Cartersville Electric System (CES) and subject to CES’s service rules and regulations.

(l) APPLICABILITY: Applicable only to outdoor lighting by ballast-operated vapor lamp fixtures with high pressure sodium (HPS), metal halide (MH), mercury vapor (MV), or florescent (FL) lamps, and poles conforming to CES specifications. Service will be rendered only at locations that, in the sole opinion of CES, are readily accessible for maintenance. This tariff is applicable only to billboards and other external customer-owned outdoor lighting served unmetered. Enclosed signs and other internal lighting are not applicable under this tariff.

(m) MONTHLY RATES:

<u>Lamp Size</u>	<u>Monthly kWh</u>	<u>Controlled Energy</u>	<u>Continuous Burning</u>
50W.....	26.....	\$1.60.....	\$3.45
70W.....	32.....	\$2.00.....	\$4.23
75W.....	34.....	\$2.10.....	\$4.50
100W.....	42.....	\$2.55.....	\$5.55
150W.....	62.....	\$3.70.....	\$8.15
175W.....	66.....	\$3.95.....	\$8.69
200W.....	83.....	\$5.05.....	\$10.98
250W.....	108.....	\$6.45.....	\$14.27
360W.....	147.....	\$8.80.....	\$19.39
400W.....	156.....	\$9.20.....	\$20.56
700W.....	250.....	\$14.95.....	\$32.89
1000W.....	380.....	\$22.45.....	\$50.06
1500W.....	578.....	\$34.65.....	\$76.12

(n) MINIMUM MONTHLY BILL: The minimum monthly bill is \$8.50.

(o) TERM OF CONTRACT: The term is a minimum of three (3) years. CES may, at its option, require an advance payment of up to one-half (1/2) of the estimated maximum annual revenue expected to occur during the term of the contract.

(p) POWER COST ADJUSTMENTS: This tariff is not subject to the Power Cost Adjustment Rider.

(q) RIDERS: The amount calculated in this tariff is subject to increase or decrease under the provisions of any applicable rider that may be approved by the City Council of the City of Cartersville.

It is the intention of the city council and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of Ordinances, City of Cartersville, Georgia, and the sections of this ordinance may be renumbered to accomplish such intention.

BE IT AND IT IS HEREBY ORDAINED.

First Reading this the 16th day of February 2012.

ADOPTED this the 1st day of March 2012. Second Reading.

/s/ Matthew J. Santini
Matthew J. Santini
Mayor

ATTEST:

/s/ Connie Keeling
Connie Keeling
City Clerk

Ordinance

of the

City of Cartersville, Georgia

Ordinance No. 18-12

NOW BE IT AND IT IS HEREBY ORDAINED by the Mayor and City Council of the City of Cartersville, Georgia, that the **CITY OF CARTERSVILLE CODE OF ORDINANCES, CHAPTER 24. UTILITIES, ARTICLE X. ELECTRIC SYSTEM, DIVISION 28. EXCESS FACILITIES CHARGE RIDER; SCHEDULE EFC-2, Section 24-391** is hereby amended by deleting said Division in its' entirety and replacing it with the following:

1.

**DIVISION 28. EXCESS FACILITIES CHARGE RIDER;
SCHEDULE EFC-3**

Section 24-391. Generally.

(r) EFFECTIVE DATE: Bills rendered on or after March 19, 2012.

(s) AVAILABILITY: Available in all areas served by the City of Cartersville Electric System (CES) and subject to CES's service rules and regulations.

(t) APPLICABILITY: Applicable to existing and new customers who request excess electrical facilities or excess electrical related facilities. This rider is applicable to all electric tariffs wherein Riders are referenced and where the following criteria are met:

- 1) Customer must provide an authorized signature on completed RIDER REQUEST FOR SERVICE form.
- 2) Customer must have acceptable credit history and payment record.

(u) PURPOSE: To allow customer to reimburse CES on the customer's monthly bill for electric service for expenses incurred by CES in providing excess facilities requested by customer.

(v) MONTHLY RATE:

MONTHLY RATE = (TOTAL COST plus ADMINISTRATION FEE) divided by TERM MONTHS.

(1) TOTAL COST:

- 1) Determined by CES. Includes CES or contract labor, CES or contract equipment, CES or contract material, plus any other charges related to providing excess facilities.
- 2) Minimum of \$2,000.
- 3) If greater than \$20,000, must be approved by the City of Cartersville City Manager.

(2) TERM MONTHS:

- 1) Determined by CES, must be for consecutive months.
- 2) Minimum of two (2) months.
- 3) If greater than twelve (12) months, must be approved by the City of Cartersville City Manager.

(3) ADMINISTRATION FEE:

- 1) 5% of TOTAL COST.

(w) TERMS AND CONDITIONS: Service under this rider will only be used with the approval of, and at the sole discretion of, CES and is subject to the following:

- 1) Type, extent, and location of excess facilities will be determined by CES.
- 2) Excess facilities, unless otherwise noted on the RIDER REQUEST FOR SERVICE form, will be the property of CES.
- 3) Should excess facilities be jointly used with other customers, each customer's share of the cost of the excess facilities will be based prorata on the individual customer's non-coincident peak demands or other reasonable method of allocating joint use costs. The administration fee will be charged to each customer.

Service under this rider may be discontinued and the full remaining balance (including the monthly administration fee(s)) immediately due if, in the opinion of CES, the customer violates any of the following:

- 1) Any two payments for electric service are not delivered in full by the date due as stated on customer's monthly bill.
- 2) Any two payments for charges under this rider are not delivered in full by the date due as stated on customer's monthly bill.
- 3) Electric service furnished is resold.
- 4) Character of service does not meet criteria of this rider.

2.

It is the intention of the city council and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of Ordinances, City of Cartersville, Georgia, and the sections of this ordinance may be renumbered to accomplish such intention.

BE IT AND IT IS HEREBY ORDAINED.

First Reading this the 16th day of February 2012.

ADOPTED this the 1st day of March 2012. Second Reading.

/s/ Matthew J. Santini
Matthew J. Santini
Mayor

ATTEST:

/s/ Connie Keeling
Connie Keeling
City Clerk

Ordinance

of the

City of Cartersville, Georgia

Ordinance No. 19-12

NOW BE IT AND IT IS HEREBY ORDAINED by the Mayor and City Council of the City of Cartersville, Georgia, that the CITY OF CARTERSVILLE CODE OF ORDINANCES, CHAPTER 24. UTILITIES, ARTICLE X. ELECTRIC SYSTEM, DIVISION 31. FLAT POWER SERVICE; TARIFF FP-1, Section 24-406 is hereby amended by deleting said Division in its' entirety and replacing it with the following:

1.

DIVISION 31. FLAT POWER SERVICE; TARIFF FP-2

Section 24-406. Generally.

- (x) **EFFECTIVE DATE:** Bills rendered on or after March 19, 2012.
- (y) **AVAILABILITY:** Available in all areas served by the City of Cartersville Electric System (CES) and subject to CES's service rules and regulations.
- (z) **APPLICABILITY:** Applicable only to small unmetered loads and related non-kWh services.
 - 1) Unmetered service will be rendered only at locations that, in the sole opinion of CES, are not suitable to be metered and unmetered service represents the best practice. CES may at its' option install metering equipment to measure actual usage. This tariff is applicable to cable television amplifiers and power supplies, tornado sirens, and similar loads.
 - 2) Related non-kWh services will be billed as requested by the customer. This tariff is applicable to surge protection service and similar services.
- (aa) **TYPE OF SERVICE:** Unmetered power normally supplied under this rate shall be 115 volts, single phase, 60 hertz.
- (bb) **MONTHLY RATE:** Due to variety, a monthly dollar amount will be calculated independently for each type load based on estimated usage and usage patterns.
- (cc) **MINIMUM MONTHLY BILL:** The minimum monthly bill is \$8.50.
- (dd) **TERM OF CONTRACT:** Unless otherwise specified in a signed contract, the term is a minimum of three (3) years. CES may, at its option, require an advance payment of up to one-half (1/2) of the estimated maximum annual revenue expected to occur during the term of the contract.
- (ee) **POWER COST ADJUSTMENTS:** This tariff is not subject to the Power Cost Adjustment Rider.
- (ff) **RIDERS:** The amount calculated in this tariff is subject to increase or decrease under the provisions of any applicable rider that may be approved by the City Council of the City of Cartersville.

2.

It is the intention of the city council and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of Ordinances, City of

Cartersville, Georgia, and the sections of this ordinance may be renumbered to accomplish such intention.

BE IT AND IT IS HEREBY ORDAINED.

First Reading this the 16th day of February 2012.

ADOPTED this the 1st day of March 2012. Second Reading.

**/s/ Matthew J. Santini
Matthew J. Santini
Mayor**

ATTEST:

**/s/ Connie Keeling
Connie Keeling
City Clerk**

**Ordinance
of the
City of Cartersville, Georgia
Ordinance No. 20-12**

NOW BE IT AND IT IS HEREBY ORDAINED by the Mayor and City Council of the City of Cartersville, Georgia, that the CITY OF CARTERSVILLE CODE OF ORDINANCES, CHAPTER 24. UTILITIES, ARTICLE X. ELECTRIC SYSTEM, DIVISION 9. MULTIPLE BILLING DEMAND RIDER; SCHEDULE MBD-3, Section 24-296 is hereby amended by deleting said Division in its' entirety and replacing it with the following:

1.

**DIVISION 9. MULTIPLE BILLING DEMAND RIDER;
SCHEDULE MBD-4**

Section 24-296. Generally.

(gg) EFFECTIVE DATE: Bills rendered on or after March 19, 2012.

(hh) AVAILABILITY: Available to a qualifying customer only with the approval of the City of Cartersville Electric System (CES) on a case-by-case basis in all areas served by CES and subject to CES's service rules and regulations.

(ii) APPLICABILITY: Applicable to existing customers where the following criteria are met:

- 1) Customer must have acceptable credit history and payment record.
- 2) Customer takes service on one or more of the following tariffs: LP, XLP or other tariffs as deemed applicable by CES.
- 3) Customer's yearly average load factor is greater than or equal to 50%.

(jj) PURPOSE: To combine readings of multiple electric meters at multiple service locations so that for billing purposes there is only one meter and service point. CES tariffs are based on electric service delivered at one point; therefore, CES will bill the rate in this rider to any qualifying customer who has more than one service point to cover additional labor and maintenance costs incurred to accommodate such service.

(kk) MONTHLY RATE:

Administrative Charge \$150.00

(ll) TERMS AND CONDITIONS: Service under this rider will only be used with the approval of, and at the sole discretion of, CES and is subject to the following:

- 3) Type, extent, and location of additional service points and/or metering points will be determined by CES.
- 4) Customer is responsible for all costs associated in accommodating service under this rider.

Service under this rider may be discontinued if, in the opinion of CES, the customer violates any of the following:

- 1) Any two payments for electric service are not delivered in full by the date due as stated on customer's monthly bill.
- 2) Any two payments for charges under this rider are not delivered in full by the date due as stated on customer's monthly bill.
- 3) Customer's load factor drops below 50%.
- 4) Electric service furnished is resold.
- 5) Character of service does not meet criteria of this rider.

2.

It is the intention of the city council and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of Ordinances, City of Cartersville, Georgia, and the sections of this ordinance may be renumbered to accomplish such intention.

BE IT AND IT IS HEREBY ORDAINED.

First Reading this the 16th day of February 2012.

ADOPTED this the 1st day of March 2012. Second Reading.

/s/ Matthew J. Santini
Matthew J. Santini
Mayor

ATTEST:

/s/ Connie Keeling
Connie Keeling
City Clerk

C. Appointments

1. Downtown Development Authority

Dan Porta, Assistant City Manager stated that Saunders Jones III filled an unexpired term on the board of the Downtown Development Authority. Mr. Porta recommended to be reappointed for a four year term to expire on February 18, 2016.

A motion to approve the reappointment of Saunders Jones III was made by Council Member Tonsmeire and seconded by Council Member McDaniel. Motion carried unanimously. Vote 5-0

D. Resolutions

1. Time Change for Civic Youth Day

Sam Grove, City Manager stated that in order to accommodate the students for Civic Youth Day the meeting time for the April 19, 2012 City Council Meeting will need to be changed from 7 p.m. to 9 a.m. Mr. Grove recommended approval.

A motion to approve Resolution No. 04-12 was made by Council Member Stepp and seconded by Council Member Tate. Motion carried unanimously. Vote 5-0

Resolution No. 04-12

WHEREAS, The Mayor and City Council has determined that it is in the best interest of the City of Cartersville and it's inhabitants and their general health, safety and welfare to reschedule the below referenced meeting of the Mayor and City Council pursuant to the authority provided by the CODE OF ORDINANCES, CITY OF CARTERSVILLE, GEORGIA; and

THEREFORE, NOW BE IT RESOLVED, by the Mayor and City Council of the City of Cartersville that the meeting of the Mayor and City Council scheduled on the 19th day of April, 2012 at 7 PM in pursuant to Section 2-17 of the City of Cartersville Code of Ordinances is hereby rescheduled to the 19th day of April, 2012 at 9 AM.

NOW BE IT AND IT IS HEREBY RESOLVED.

ADOPTED this 1st day of March, 2012

**/s/ Matthew J. Santini
Matthew J. Santini
Mayor**

ATTEST:

**/s/ Connie Keeling
Connie Keeling
City Clerk**

E. Contracts/Agreements

1. Satisfaction of Subordinate Deed

Randy Mannino, Planning and Development Director stated that one of the first time home buyers decided to sell the house prior to the expiration of the 5 year forgivable loan. The city has already received the required \$4,000.00 repayment of funds from the closing attorney. Mr. Mannino stated that once the council approves the Satisfaction of Subordination Deed, we are required to return the funds to the Department of Community Affairs and recommended approval for the Mayor to execute all documents related to the Satisfaction of Subordinate Deed.

A motion to authorize the Mayor to sign the Satisfaction of Subordinate Deed was made by Council Member Tate and seconded by Council Member McDaniel. Motion carried unanimously. Vote 5-0

2. Telecommunications Service Agreement with GMA

Dan Porta, Assistant City Manager stated that GMA provides the city telecommunications services that help us with legal matters related to telecommunications, including the current Senate Bill 313 proposed legislations. Mr. Porta stated that the annual cost for this agreement is \$5,000.00 and recommended approval.

A motion to approve the service agreement with GMA was made by Council Member Stepp and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 5-0

F. Bid Award/Purchases

1. ArcMail Software for Email Storage

Dan Porta, Assistant City Manager stated that the city has been using ArcMail Technology for several years to provide backup storage for all city emails. The city policy is to store city emails for five years. The current annual maintenance is \$4,320.00, however since the

city has been with ArcMail for five plus years, they are offering a free 2 Terabyte disc storage unit, which the city needs to update, at no cost if we prepay for three years of maintenance at a price of \$11,873.00 and Mr. Porta recommended approval.

A motion to approve the agreement with ArcMail was made by Council Member Tonsmeire and seconded by Council Member Tate. Motion carried unanimously. Vote 5-0

2. Water Department Trucks

Tom Rhinehart, Finance Director stated that on February 2, 2012 he presented and received approval to purchase four new vehicles from the low bidder Wynn Pontiac GMC. However, when the dealer was contacted to place the order he was informed that the trucks that were bid did not meet specs, therefore Mr. Rhinehart recommended council accept the next lowest qualified bid from the local vendor, City Motors of Cartersville in the amount of \$96,277.44. The difference in the lowest bid and the local dealership was only \$297.44 making it more cost efficient to purchase locally should warranty work be necessary on the vehicles.

A motion to reject the previous bid from Wynn Pontiac GMC and approve the bid from City Motors of Cartersville was made by Council Member Stepp and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 5-0

3. Chemical Injectors for Water Treatment Plant

Ed Mullinax, Water Department Assistant Superintendent stated that the finished water chemical injectors at the water plant need to be replaced. Since these have a number of chemicals injected through them only specific materials can be used for construction and the sole supplier of this unit is Saf-T-Flo. Mr. Mullinax recommended approval of the purchase from Saf-T-Flo in the amount of \$5,762.28.

A motion to approve the purchase from Saf-T-Flo was made by Council Member Stepp and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 5-0

4. Replacement Chlorine Analyzer for Water Treatment Plant

Ed Mullinax, Water Department Assistant Superintendent stated that the chlorine analyzer for the water plant can no long be adjusted properly and needs to be replaced. A new unit will also track pH and temperature as well; providing information for a monthly report that is sent to the state as a permit requirement. Mr. Mullinax recommended approval of the low bid for this instrument from PSI, Inc in the amount of \$5,580.05.

A motion to approve the purchase from PSI, Inc. was made by Council Member Tate and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 5-0

5. Relay Water Line on Lindsey Drive

Ed Mullinax, Water Department Assistant Superintendent stated that bids were received

for materials to replace a 2” galvanized water line on Lindsey Drive. The line is full of rust and the customers have problems with red water and inadequate flow. There will be 600 feet of 6” ductile iron pipe laid as well as 1000 feet of 2” PVC. Mr. Mullinax stated that this will provide fire protection for this street and much better quality water and recommended approval of the low bid from HD Supply in the amount of \$17,794.49.

A motion to approve the purchase from HD Supply was made by Council Member Tonsmeire and seconded by Council Member Stepp. Motion carried unanimously. Vote 5-0

Mayor Santini stated that there was one item to be added to the agenda. A motion to add an item to the agenda was made by Council Member Tonsmeire and seconded by Council Member Tate. Motion carried unanimously. Vote 5-0

G. Added Item

1. Emergency Repairs to the Water Treatment Plant Alum Storage Tank

Ed Mullinax, Water Department Assistant Superintendent stated that the alum storage tank at the Water Treatment Plant has developed a large crack and is in need of emergency repairs. The tank in its current condition is able to hold and dispense alum but cannot be refilled until the cracked top and fill piping are repaired. Mr. Mullinax stated that because of the emergency repairs needed, a quote for materials and labor to repair the tank were received from a single vendor, DBR Associates, Inc. in the amount of \$6,900.00. Mr. Mullinax recommended approval.

A motion to approve the repairs by DBR Associates, Inc. was made by Council Member Tonsmeire and seconded by Council Member McDaniel. Motion carried unanimously. Vote 5-0

Council Member Hodge asked for some clarification on the electric rate issue from a representative of Linde Gas. Steve Castracane came forward to answer questions.

After announcements a motion to adjourn the meeting was made by Council Member Hodge and needing no second. Motion carried unanimously. Vote 5-0

Meeting Adjourned

/s/ _____
Matthew J. Santini
Mayor

ATTEST:

/s/ _____
Connie Keeling
City Clerk



City of Cartersville

City Council Meeting
3/15/2012 7:00:00 PM

File #Z12-01: Rezoning application by Steve Cowart (Lee Perkins, representative) for property located at 1120 West Avenue (approximately 2.7 acres) from G-C (General Commercial) to L-I (Light Industrial).

SubCategory:	Public Hearing - 1st Reading of Zoning/Annexation Requests
Department Name:	
Department Summary Recommendation:	<p>The subject tract is located at 1120 West Avenue, near the intersection with Douthit Ferry Road. The property includes a structure originally built for an industrial operation in approximately 1986, when the property was zoned industrial. After the zoning map changes in the mid-1990s, the property was designated as L-I (Light Industrial). In 2006, after the building had become vacant, the property was rezoned from L-I to G-C (General Commercial) for potential commercial use. However, the building has now remained vacant for approximately 10 years. The applicant seeks to rezone the property from G-C back to its previous zoning L-I to allow for the structure to be used by Steel Materials Inc (Bartow County resident Steve Cowart is owner) for steel and metal fabrication and for the sale of steel fabricated items. Planning Commission recommended approval with the condition that the relocation of the FDC connection must meet Fire department requirements.</p>
City Manager's Remarks:	This rezone has been recommended for your approval by the Planning Commission subject to a condition.
Financial/Budget Certification:	
Legal:	
Associated Information:	

ZONING SYNOPSIS

Petition Number(s): **Z12-01**

APPLICANT INFORMATION AND PROPERTY DESCRIPTION

Applicant: **Steve Cowart**
Representative: **Lee Perkins**
Property Owner: **CRM Central Properties LLC**
Property Location: **1120 West Ave (near intersection with Douthit Ferry Rd)**
Access to the Property: **West Ave (SR 61/113)**

Site Characteristics:

Tract Size: Acres: **2.7 acres** District: **4th** Section: **3rd** LL(S): **592, 593, 632**
Ward: **2** Council Member: **Jayce Stepp**

LAND USE INFORMATION

Current Zoning: **G-C (General Commercial)**
Proposed Zoning: **L-I (Light Industrial)**
Proposed Use: **Allow for business to use the building for steel and metal fabrication and for sale of fabricated items.**

Current Zoning of Adjacent Property:

North: **L-I**
South: **G-C and L-I**
East: **G-C**
West: **O-C (Office Commercial)**

The Future Development Plan designates the subject property as:
Community Village Center with recommended zoning districts O-C, M-U, P-S.

ZONING ANALYSIS

City Departments Reviews

Water and Sewer:

No objections.

Public Works:

No objections.

Gas:

No objections.

Electric:

No objections.

Fire:

In reference to the rezoning request for property located at 1120 West Ave. from G-C to L-I, the Cartersville Fire Department takes exception to the location of the fire department connections for the sprinkler system. The property was split in two at one point, so now the fire department connections are not easily accessible due to a fence between what is now 405 Old Mill Rd [car wash built approximately five years ago] and the subject property [fence was installed by car wash property owner a few years ago based on security concerns]. This poses a serious problem in reaching and supplementing the fire sprinkler system in the case of a fire emergency.

Police:

No comments.

The subject tract is located at 1120 West Avenue, near the intersection with Douthit Ferry Road. The property includes a structure originally built for an industrial operation in approximately 1986, when the property was zoned industrial. After the zoning map changes in the mid-1990s, the property was designated as L-I (Light Industrial). In 2006, after the building had become vacant, the property was rezoned from L-I to G-C (General Commercial) for potential commercial use. However, the building has now remained vacant for approximately 10 years. The applicant seeks to rezone the property from G-C back to its previous zoning L-I to allow for the structure to be used by Steel Materials Inc (Bartow County resident Steve Cowart is owner) for steel and metal fabrication and for the sale of steel fabricated items.

STANDARDS FOR EXERCISE OF ZONING POWERS.

- A. *Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.*
The proposed L-I zoning may permit a use that is suitable in view of the existing light industrial and heavier use commercial development of nearby properties.

- B. *Whether the zoning proposal will create an isolated district unrelated to adjacent and nearby districts.*
The proposed L-I zoning may not create an isolated district since some of the adjacent and nearby properties are also zoned L-I.

- C. *Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property.*
The L-I zoning proposal may not adversely affect the existing use of adjacent properties.

- D. *Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned.*
As currently zoned for G-C (General Commercial) uses, the property may have a reasonable economic use for this property.

- E. *Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.*
The L-I zoning proposal may not cause an excessive use of existing streets and facilities. Utility, Public Works, and Planning & Development staff would review any future development based on possible industrial use on roads, utilities, and other factors.

- F. *Whether the zoning proposal is in conformity with the adopted local Comprehensive Land Use Plan.*
The zoning proposal for L-I is not in conformity with the adopted Future Development Map of the Cartersville 2030 Comprehensive Plan.

- G. Whether the zoning proposal will result in a use which will or could adversely affect the environment, including but not limited to drainage, wetlands, groundwater recharge areas, endangered wildlife habitats, soil erosion and sedimentation, floodplain, air quality, and water quality and quantity.
The L-I zoning proposal may not result in a use which could adversely affect the environment. Utility, Public Works, and Planning & Development staff would review any future development based on possible environmental factors related to industrial use.
- H. Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal.
Industrial and commercial development on and adjacent to West Avenue (SR 61/113) will continue to occur and evolve in this high-traffic arterial thoroughfare on the west side of the city. The L-I zoning district now includes optional commercial uses and well as industrial uses. It may be appropriate for this section of West Avenue, from properties adjacent to the intersection with Douthit Ferry Road west to the Cartersville-Bartow airport, to continue to have a blend of industrial and commercial uses. In addition, the building was constructed for industrial purposes and the property was zoned for industrial uses until 2006. These factors could give supporting grounds for a change from G-C to L-I.

STAFF RECOMMENDATION

Staff has no objections.

PLANNING COMMISSION RECOMMENDATION:

Approval with the following condition:

1. Relocation of FDC connection must meet Fire department requirements.

Application for Rezoning

Planning and Development Department
10 North Public Square
City of Cartersville
(770) 387-5600

*Paid \$400
1-31-12*

Application Number Z/12-01

Hearing Dates 3-6 @ 6:00 pm
3-15 @ 7:00 pm
4-5 @ 7:00 pm

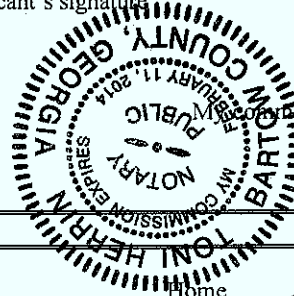
Applicant Steve Cowart Business/Cell Phone 770-655-5417
 (applicant's printed name)
 Address 40 Mulnix Rd Home Phone 770-382-0264
 City Kingston State GA Zip 30145 Email steve@steelmaterials.com

Lee Perkins Phone 770-386-1980 Fax # 770-386-6380
 (Representative's printed name, if other than applicant)

[Signature] Representative's signature
[Signature] Applicant's signature

Signed, sealed and delivered in presence of:

 Notary Public



Titleholder CRM Central Properties LLC Business _____ Home see attached
 (titleholder's printed name) _____
 *attach additional notarized signatures as needed on separate application page Address _____

 Signature _____

 Signed, sealed, delivered in presence of:

 Notary Public

My commission expires: _____

Present Zoning District(s) G-C Requested Zoning L-I
 Acreage 2.7 Land Lot(s) 592, 593 & 632 District(s) 4th Section(s) 3rd
 Location of Property
1120 West Ave. Cartersville
 (street address, nearest intersections, etc)
 Reason for requested Rezoning:
see attached
 (attach additional statement as necessary)

Attach a copy of a current boundary survey showing metes and bounds and indicating all existing site improvements and confirmation of the availability of all public utilities. Said site must meet the proposed zoning district development standards and access requirements of the City's regulations.



Adam H. Oates
First Vice President

SunTrust Bank
25 Park Place
Mail Code GA-ATL-0922
Atlanta, GA 30303
Tel 404.813.0539
Fax 404.813.1251
adam.oates@suntrust.com

January 30, 2012

To Whom it May Concern:

This letter confirms that I am an authorized representative of the owner of the subject property, located at 1120 West Avenue, Cartersville, GA 30120. This letter authorizes a rezoning application to be submitted to the City of Cartersville for said property from G-C (General Commercial) to L-I (Light Industrial).

CRM Central Properties, LLC

By: CRM Properties Manager, LLC, its sole member

By: Adam Oates

Name: Adam Oates

Its: Vice President

DATED: 1/30/12

Wendy E. Gilbert
WENDY E GILBERT
Notary Public
Clayton County
State of Georgia
My Comm. Exp. Jun 20, 2014

Steve Cowart
1120 West Ave.

Reason for Rezoning Request

Previously, the property was zoned L-I, and the prior owner had it changed to G-C in an effort to make it more marketable. However, that owner lost the property to foreclosure, and Steve Cowart now has the property under contract to purchase from the lender that foreclosed on the property. Steve Cowart wants to utilize the property for his business, Steel Materials, Inc., which performs steel and metal fabrication of all types, and sells steel and steel fabricated items.

F. Lee Perkins

Subject: FW: 1120 West Ave. Rezone

From: Richard Osborne [<mailto:rosborne@cityofcartersville.org>]
Sent: Monday, January 30, 2012 11:16 AM
To: Lee Perkins
Subject: RE: 1120 West Ave. Rezone

This message confirms that property located at 1120 West Avenue has been previously been served by City of Cartersville Electric, Gas, Water, and Sewer.

At this time, based on a previous building addition, there are two utility service accounts for this property:

- 1) Electric and Gas
- 2) Water, Sewer, and Gas

Based on the request of a future tenant, it may be appropriate to consolidate the service into one account for billing purposes.

Thank you.

Richard Osborne, AICP
City Planner
Cartersville Planning & Development
770-387-5614
Fax 770-387-5605
www.cityofcartersville.org

March 6, 2012

Richard Osborne, Zoning Administrator
City of Cartersville, Georgia
(rosborne@cityofcartersville.org)

Dear Mr. Osborne:

It has come to my attention there is a pending application to rezone 2.7 acres of land located at 1120 West Avenue (tax parcel C-22-4-15.) This happens to be a portion of land I acquired, through my company, some forty years ago for the purpose of long term, planned development.

In the past the subject parcel has been zoned for commercial use. Now comes a potential buyer in the form of a steel welding shop which wishes to return zoning to the original industrial classification. I understand the present owner is a mortgagee in possession following foreclosure which, I expect, would like to see the property off its books. The potential buyer, I speculate, feels acquisition at under market value is a smart move. One can hardly blame either party.

I no longer have any vested interest in the subject property nor, indeed, any control over its use. However, I still retain interest in a substantial amount of contiguous property and am very much concerned of the appearance of the entire area. I have every wish to see the long term use of all the property at least somewhat in the manner in which the planners and I have agreed in the past: a protected commercial corridor that becomes a credit to the community. I don't believe the anticipated sale/purchase fits that role. That's where planners are needed.

At this time I am strongly opposed to the change of zoning.

Yours truly,



Neal Judd
BV 9-11, LLC

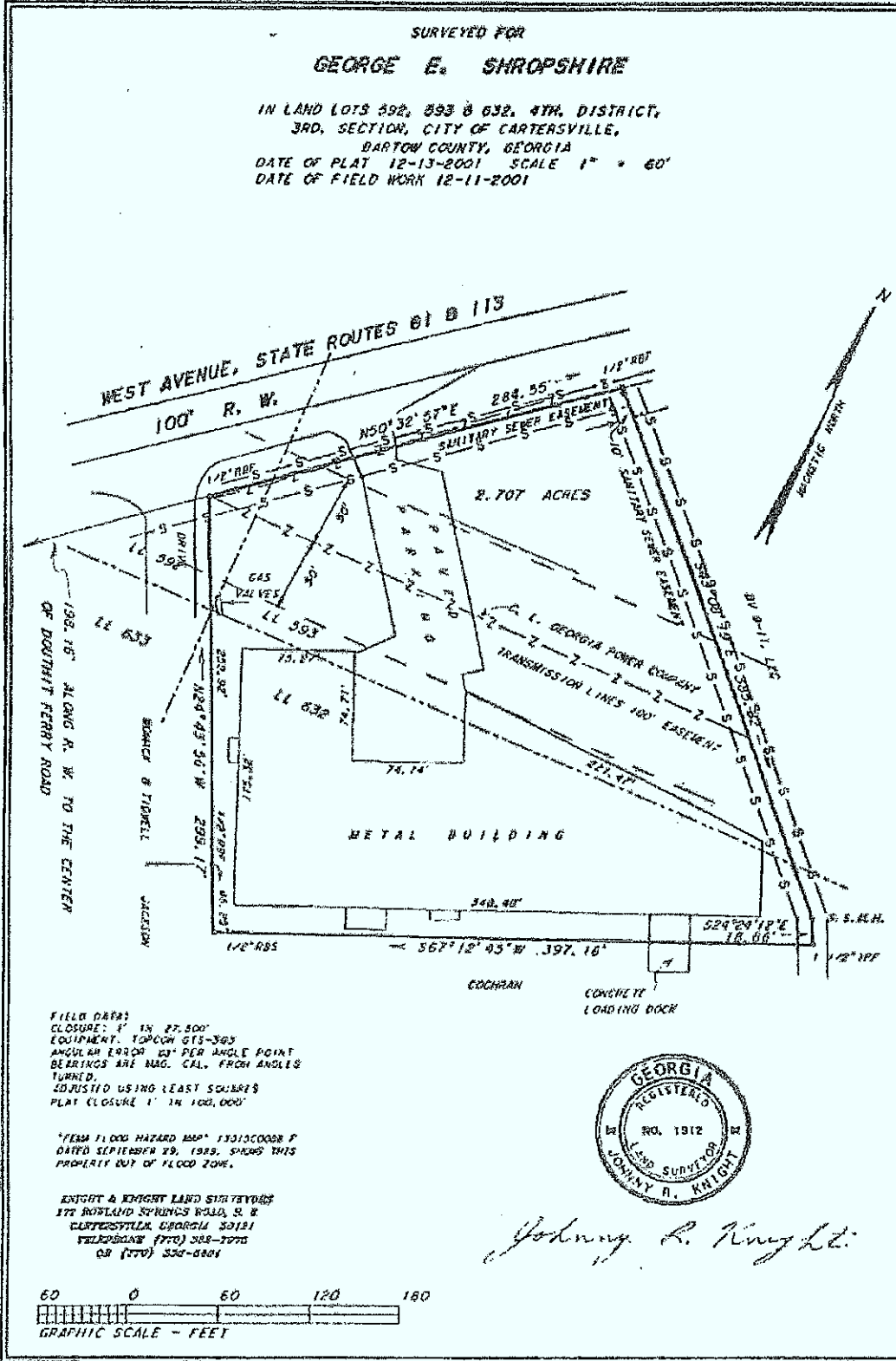
32 Blue Heron Point
Hilton Head Island, SC 29926

SURVEY

SURVEYED FOR

GEORGE E. SHROPSHIRE

IN LAND LOTS 592, 593 & 632, 4TH. DISTRICT,
3RD. SECTION, CITY OF CARTERSVILLE,
BARTOW COUNTY, GEORGIA
DATE OF PLAT 12-13-2001 SCALE 1" = 60'
DATE OF FIELD WORK 12-11-2001



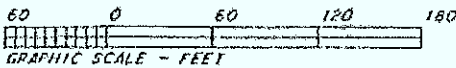
FIELD DATA
CLOSURE: 1" IN 27,500'
EQUIPMENT: TOPCON GTS-305
ANGULAR ERROR: 63" PER ANGLE POINT
BEARINGS ARE MAG. CAL. FROM ANGLES
TURNED.
ADJUSTED USING LEAST SQUARES
PLAT CLOSURE 1" IN 100,000'

*FEMA FLOOD HAZARD MAP 13010008E
DATED SEPTEMBER 29, 1989, SHOWS THIS
PROPERTY OUT OF FLOOD ZONE.

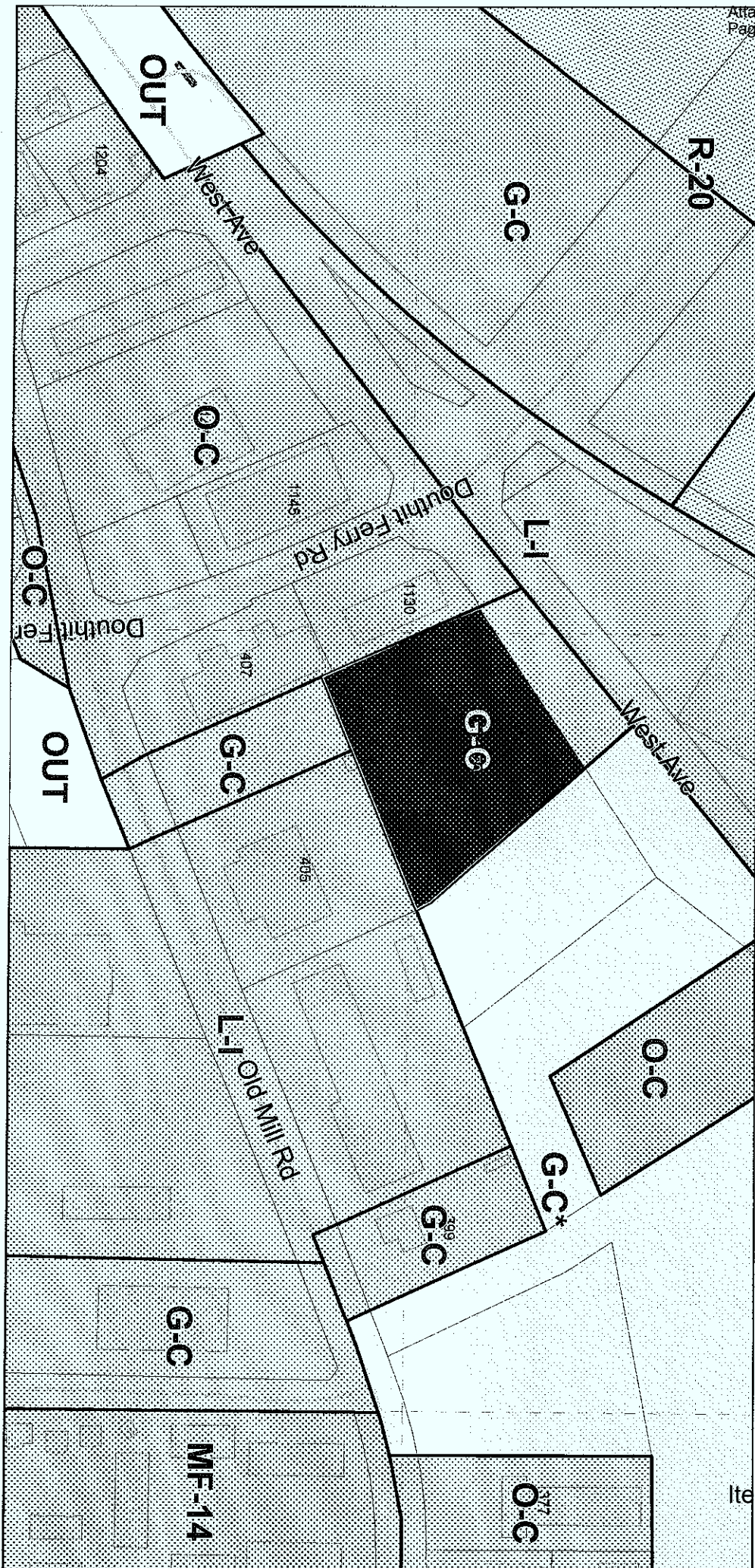
ENTERT & KNIGHT LAND SURVEYORS
177 ROSLAND SPRINGS ROAD, S. E.
CLIFTONVILLE, GEORGIA 30111
TELEPHONE (770) 385-7070
OR (770) 330-0101



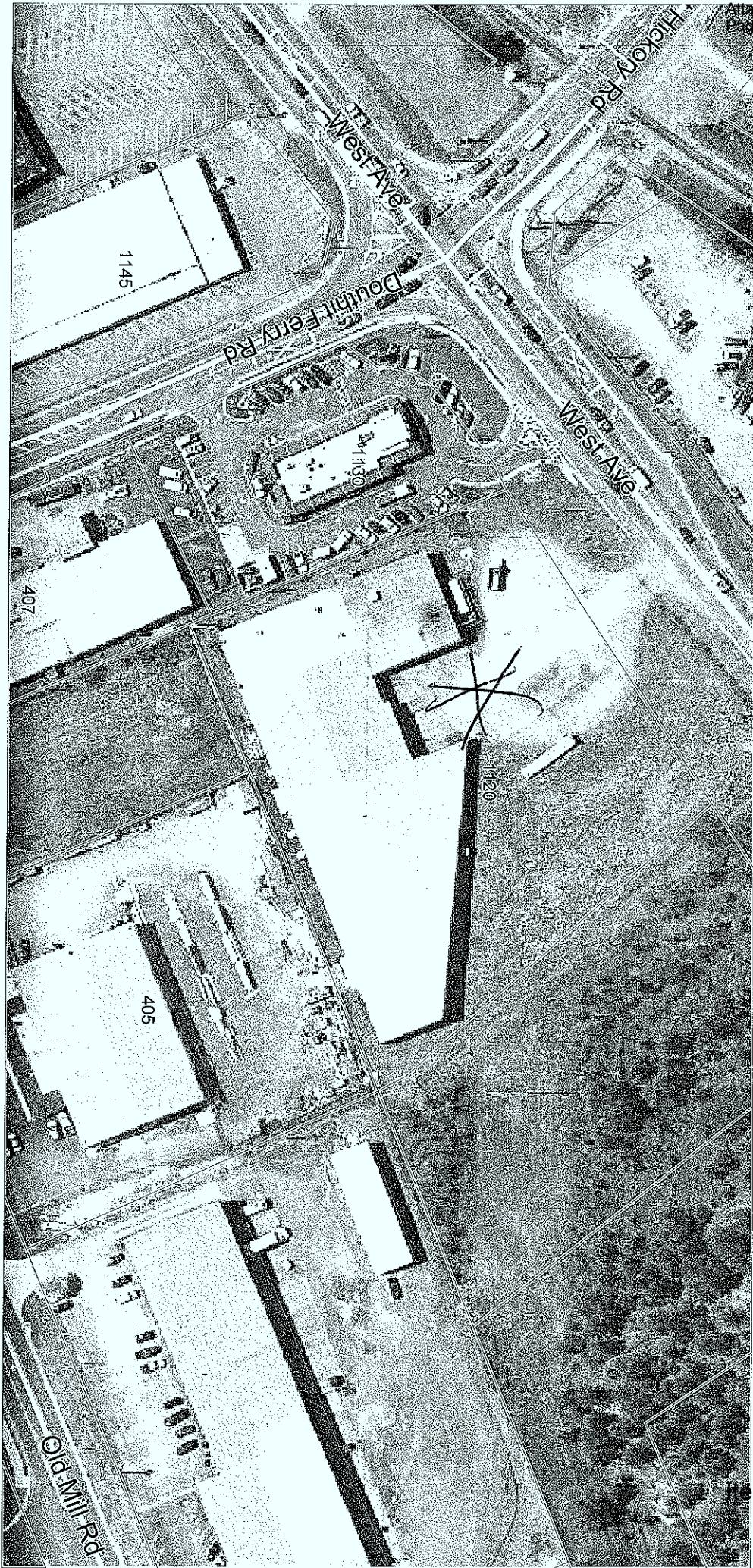
Johnny A. Knight



1120 West Ave - rezoning case Z12-01



1120 West Ave - rezoning case Z12-01





City of Cartersville

PLANNING AND DEVELOPMENT

P.O. Box 1390 • 10 North Public Square • Cartersville, Georgia 30120
Telephone: 770-387-5600 • Fax: 770-387-5605 • www.cityofcartersville.org

File # **Z12-01**

DISCLOSURE OF INTERESTS BY LOCAL OFFICIAL

(To be completed by Mayor, City Council, and Planning Commission)

Steve Cowart (Lee Perkins, representative) has made a rezoning request on the following property: Approximately 2.7 acres located at 1120 West Avenue in the 4th District, 3rd Section, Land Lots 592, 593, and 632, G-C (General Commercial) to L-I (Light Industrial).

Pursuant to O.C.G.A § 36-67A-2 any local government official considering a rezoning request must disclose if he has any of the following interest:

1. A Property interest in any real property affected by a rezoning request.
Yes _____ No _____ If the answer is Yes, please disclose the nature and extent of such interest.

2. A financial interest in any business entity which has a property interest in any real property affected by a rezoning action.
Yes _____ No _____
If the answer is Yes, please disclose the nature and extent of such interest.

3. A spouse, mother, father, brother, sister, son, or daughter with either of the above interests.
Yes _____ No _____ If the answer is Yes, please disclose the nature and extent of such interest.

TITLE: _____

DATE: _____



City of Cartersville

**City Council Meeting
3/15/2012 7:00:00 PM
Amendment to Motor Vehicle and Traffic Ordinance**

SubCategory:	First Reading of Ordinances
Department Name:	Administration
Department Summary Recommendation:	<p>TO : Sam Grove, City Manager FROM : T.N. Culpepper, Chief of Police DATE : March 9, 2012 SUBJECT : Ordinance Change</p> <p>While reviewing the recent draft up-date of the Municipal Code of Ordinances, I discovered that Section 12-1004 pertaining to the No Left Turn at the U.S. Post Office on Church Street was still included. As the U.S. Post Office is no longer located on Church Street and the volume of traffic is subsequently reduced significantly, I would suggest that this section be removed pending input from the City Attorney, Public Works and the general public.</p>
City Manager's Remarks:	Your approval of this change is recommended.
Financial/Budget Certification:	
Legal:	Ordinance prepared by City Attorney's Office
Associated Information:	

Ordinance no. _____

Now be it and it is hereby ORDAINED by the Mayor and City Council of the City of Cartersville, that the CITY OF CARTERSVILLE CODE OF ORDINANCES. CHAPTER 12. MOTOR VEHICLES AND TRAFFIC. ARTICLE XI. TRAFFIC SCHEDULES. CODE SECTION 12-1004. NO LEFT TURNS is hereby amended by deleting said section in its entirety and replacing it as follows:

1.

Section 12-1004. Reserved.

2.

It is the intention of the City Council and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of Ordinances, City of Cartersville, Georgia.

BE IT AND IT IS HEREBY ORDAINED.

First Reading this the _____ day of _____, 2012.

Second Reading and Adoption this the _____ day of _____, 2012.

/s/ _____
Matthew J. Santini
Mayor

ATTEST:

/s/ _____
Connie Keeling
City Clerk



City of Cartersville

**City Council Meeting
3/15/2012 7:00:00 PM
Development Authority of Cartersville**

SubCategory:	Appointments
Department Name:	Administration
Department Summary Recommendation:	There are two appointments needed for the Development Authority of Cartersville. The term for Howard Smith will expire on March 20, 2012. If reappointed his term would be extended to 03/20/2016. Additionally, with the death of Charles Fluellen there is a need to fill his unexpired term which runs until May 11, 2015.
City Manager's Remarks:	Approval of these appointments is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	



City of Cartersville

**City Council Meeting
3/15/2012 7:00:00 PM
Crime Mapping Software**

SubCategory:	Contracts/Agreements
Department Name:	Police Department
Department Summary Recommendation:	<p>TO: Sam Grove, City Manager FROM: Thomas N. Culpepper, Chief of Police DATE: January 30, 2012 SUBJECT: Crime Mapping Software</p> <p>The Cartersville Police Department has investigated the use and implementation of a crime mapping software over the past several months. This software would be deployed to aid in identifying “hot spots” of traffic and criminal activity in order to more efficiently use the resources of the agency. By targeting trouble spots, we believe that crime can be reduced. This software will help to achieve that goal.</p> <p>Our current data system provider, USA Software, has provided a contract quote for a software package through the Omega Group at an initial cost of \$12, 200.00, with an annual support fee of \$7,200.00 beginning on the second year of the contract. This system will enable the department to review activity based on a number of parameters thereby enabling the Agency to direct its personnel in the most effective and efficient manner. Activity would be traceable by date, location, time, crime type, etc. The system would also provide mapping indicating hot spots where activity is most concentrated.</p> <p>The Agency had once had a crime mapping solution through a grant from the Al Burris Institute, however that grant expired and the system was not maintained.</p> <p>This software package and support would be funded through asset forfeiture (DEA seized funds), resulting in no cost to the taxpayer. It is critical that we implement this type of system in order that we may implement associated management practices such a COMPSTAT, to help ensure the best possible service (See attached article from the Wall Street Journal). Your support and recommendation for approval is strongly requested</p>
City Manager's Remarks:	<p>This is an excellent concept that will allow the PD to be more reponsive to areas in need of Police services. Your approval of</p> <p>over Memo Item # 5</p>

	the purchase listed above is recommended.
Financial/Budget Certification:	This item is to be funded with Federal DEA funds.
Legal:	Contract review by City Attorney
Associated Information:	E-verify/SAVE documents on file



February 27, 2012

Chief Thomas Culpepper
Cartersville Police Department
178 West Main Street
Cartersville, GA 30120

Re: Hosted CrimeView Dashboard

Dear Chief Culpepper,

Enclosed are the estimated costs for the implementation of a Hosted CrimeView Server Solution at the Cartersville Police Department. The changes requested in your email of February 9, 2012 have been included.

Our partner, The Omega Group, was founded in 1992. Their mission is dedicated to enriching the quality of life in communities by providing solutions for public safety agencies. The Omega Group's professional experience includes working with over 350 public safety agencies in North America implementing CrimeView solutions, which focus on mapping and analysis applications for crime and public safety analysts, officers, command staff and the community. The Omega Group is an ESRI (Premier) Foundation Partner, recognized by ESRI for its development of solutions built on ESRI technology.

Together with The Omega Group, we offer to our clients:

- Mapping technology and services
- Project management, application building, testing and analysis
- Ongoing education, training and support

After the completion of installation and training, we will continue to provide ongoing service through our Customer Support Program.

Please do not hesitate to contact me with any questions or if I can be of further assistance.

Regards,

F.A. "Woody" Spencer, Jr., President
USA Software, Inc.
9900 Stirling Road, Suite 302
Cooper City, Florida 33024

Corporate Headquarters

9900 Stirling Road, Suite 302 • Cooper City, Florida 33024

Telephone: (954) 436-3911 Fax: (954) 431-2641 eMail: sales@usa-software.com Web: www.usa-software.com

Project Quote Summary

The Hosting Package includes CrimeView Dashboard and CrimeMapping.com with one year of hosting. The following pages include itemized pricing, service oriented tasks and requirements.

Hosted CrimeView Dashboard

Professional Service Package (One-Time Fee) **\$ 5,000.00**

- Web based Training
- Data connection configuration for two (2) Datasets

Annual Subscription Package **\$ 7,200.00**

- Includes: 3 User logins
- Data subscription for two (2) Datasets

Deployment Total: **\$12,200.00**

Payment Schedule

Payment	Amount	Deliverable
• Payment # 1	\$3,660.00	Due upon execution of the Hosting Agreement
• Payment # 2	\$7,320.00	Due upon installation and Administrative training of CrimeView Dashboard
• Payment # 3	\$1,220.00	Due upon final acceptance of CrimeView Dashboard

Annual Hosting Fee

Total: **\$7,200.00**

Hosting Fees

The Omega Group will invoice the agency directly for each year of our CrimeView Dashboard service following the first year, with the second payment due one (1) year from final acceptance.

NON-DISCLOSURE

This estimate has been prepared by the sales division of The Omega Group and is a confidential document that contains ideas, concepts, methods and other proprietary information. Readers are to treat the information contained herein as confidential and may not copy or reproduce any of these materials for distribution outside of their organization without the written permission of The Omega Group. The estimate will remain valid for 6 months from the date on the estimate for Omega Software and Services only.

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Software

One (1) Site License of CrimeView Dashboard (Hosted by Omega)

Professional Services and Training

1. Project Planning/Management

- 1.1. Software and database requirements
 - 1.1.1. Review deliverables for client
 - 1.1.1.1. Omega client software: Omega Import Wizard
 - 1.1.1.2. Omega server application: Omega Dashboard
 - 1.1.2. Review deliverables by Client
- 1.2. System Architecture
 - 1.2.1. Identify hardware components and configuration
 - 1.2.1.1. Import server
- 1.3. GIS map layers and design preferences
 - 1.3.1. Identify base map GIS data layers for geographic querying
 - 1.3.2. Identify reference data for geocoding
- 1.4. CAD/RMS/other source data
 - 1.4.1. Review import process and automation
 - 1.4.2. Identify fields to be imported
 - 1.4.3. Review database schema and tabular relationships
- 1.5. Dashboard Design
 - 1.5.1. Review design for baseline deployment
- 1.6. Determine remote connection method
- 1.7. Review roles and responsibilities

2. Omega Import Wizard Configuration

- 2.1. Omega will update import profile for CAD/RMS data extraction
 - 2.1.1. Omega will create SQL Statement
 - 2.1.2. Omega will configure data processing steps
 - 2.1.3. Omega will configure geocoding process, review the sample data's geocoding rates and provide recommendations
 - 2.1.4. Omega will configure output data sets and automation

3. CrimeView Dashboard Application Configuration

- 3.1. The Dashboard will include a rolling thirty-six (36) months of historical data for each dataset
- 3.2. Omega will configure each dataset to display up to twenty (20) fields
- 3.3. Omega will use the Bing geocoding service unless the client requests that their own spatial reference data be used in which case Omega will create the address locator
- 3.4. Omega will configure up to ten (10) geographic query layers

- 3.5. Omega can configure up to five (5) operational layers; if the map caches are hosted on the same on-premise server where the Dashboard is to be installed, Omega will configure up to three (3) operational layers
- 3.6. Omega will create up to five hundred (500) total saved query pick list items per query layer
- 3.7. Omega will use Bing maps for the application's background layers or can possibly integrate with a client's existing map caches (hosted on a different server at the client's site)
- 3.8. Configure CrimeView Dashboard design
 - 3.8.1. Briefing Books
 - 3.8.1.1. Omega will configure up to two (2) Briefing Books which will include CAD-Calls for Service and RMS-Case data
 - 3.8.1.1.1. One (1) Executive Briefing Book with up to twenty-five (25) Widgets
 - 3.8.1.1.2. One (1) Roll Call Briefing Book with up to thirty-five (35) Widgets; the client will be responsible for building identical Roll Call Briefing Books for the other area(s) of accountability following the Administrator/Designer training
 - 3.8.2. Pages
 - 3.8.2.1. Crime trends
 - 3.8.2.2. Recent activity
 - 3.8.3. Widgets
 - 3.8.3.1. Filter/Pin Map/Heat Map
 - 3.8.3.2. Density Map
 - 3.8.3.3. Trend Chart
 - 3.8.4. The Dashboard content listed above will be configured according to the *Dashboard Briefing Books* document. Client should review those documents and identify any changes during the sales process. An additional cost may be incurred with changes.

4. **CrimeView Dashboard Deployment**

- 4.1. Omega will deploy the CrimeView Dashboard application
- 4.2. Omega will configure data import profiles for data transfer to the CrimeView Dashboard
- 4.3. Omega will import up to three (3) months of historical data for each dataset; the client will be responsible for importing beyond three (3) months
- 4.4. Omega will schedule automated data import/extractor process
- 4.5. Dashboard Widgets will refresh at least one (1) time per day and up to four (4) times per day if the resources and configuration will allow for that

5. CrimeView Dashboard Application Training

- 5.1. Omega will provide up to six (6) hours of remote Administrator/Designer training for up to three (3) trainees
 - 5.1.1. The CrimeView Dashboard Admin Designer Tutorial PDF document will be e-mailed to the Administrator/Designer trainees following training
- 5.2. The CrimeView Dashboard End User Tutorial PDF document will be e-mailed to the Project manager for distribution to End Users

6. Final Application Review

- 6.1. Following the remote Admin Designer training, there will be a fourteen (14) day review period. The review period serves as quality assurance/control to ensure the project has been completed and the deliverables conform to the scope. Areas to review:
 - 6.1.1. Saved queries are working properly and the correct pick list values are included
 - 6.1.2. Data shown in the report grid and identify box matches source data
 - 6.1.3. Geographic query layers and selection fields are correct
 - 6.1.4. Operational layers are working properly and are labeled with the correct field
 - 6.1.5. Geocode process is configured properly
 - 6.1.6. Dashboard queries return anticipated results (records)
 - 6.1.7. Dashboard is functioning properly
- 6.2. The application content is configurable around your data; the application interface is not customizable

Hardware

Total: N/A

Hardware is not included in this package. See Hardware Specifications section.

Hourly Rate

Additional services: \$185/hour

Implementation Timeline

- The installation of the application will occur approximately 60-90 days after the collection of data, which includes the following tasks:
 - Provision of a remote connection (client)
 - Installation of ArcGIS and Omega software
 - Provision of CAD/RMS database connection (client)
 - Provision of CAD/RMS schema and identification of required data lookup tables (client)
 - Creation of SQL import queries (Omega/client)
 - Provision of GIS data (client)
 - Review/approval of sample data (client)

CrimeView Dashboard Site License Description

The CrimeView Dashboard application is a site license. This means that there are no limitations to the number of users of CrimeView Dashboard. The Site License has three (3) user types with permissions:

- **Shared Users (unlimited users):**
No personalized information is allowed. Users can view the dashboard and conduct analysis, but they cannot make any permanent changes to the system.
- **Designer (1 user):**
 - Users can build dashboard widgets
 - Users can build their own Queries on Demand
 - Users can build library content
 - Users can personalize their dashboard view with any information set up in the library
 - Users can build alerts
- **Administrator (1 user):**
 - Users can create editions and set permissions.
 - Users can perform all Designer functions.

Incident Data Specifications

Datasets to be Imported via Omega Import Wizard™

CrimeView Dashboard automates the import of source data via an application called the Import Wizard. Each CrimeView Dashboard dataset (layer) is imported daily via Import Wizard profiles (licensed individually). The profile license contains configuration information for extracting data from an RMS (via a SQL Statement), geocoding, data processing, & subsequently outputs/appends the result into a GIS feature class format.

An import profile will be built for each dataset. A total of two (2) profiles have been identified for this project. The application will be configured to support the following datasets:

Data Set	Database
Calls for Service	CAD USA Software
Incidents Reports	RMS USA Software

Because a significant amount of work (and cost) can be attributed to the collection of source data, it is important that Omega project management have access to information regarding the CAD/RMS data dictionary that details database structure and code definitions. The database structure should include table names, field names, field type, field size, and known linking fields.

All of these datasets will be included in the Analysis Mode of the application while Dashboard content configuration will only include the datasets outlined in the CrimeView Dashboard Application Configuration section.

* The maximum number of records returned on a Dashboard Widget or query is five thousand (5,000) records

GIS Data Specifications

Boundary and Landmark Features: The client shall provide files of relevant boundaries and landmarks within the area of interest. Typical features include:

- Boundaries and jurisdictions such as beats and reporting districts
- Landmark information such as schools, parks, and other locations of interest
- Aerial imagery (if deliverables include custom map caches)

Geocoding Reference Data: The client is responsible for providing accurate reference data that will be used to generate a geocoding service. Reference data may include the following geography: street centerline file, address points or a parcel layer.

Background Layers

The CrimeView Dashboard supports the use of one or more Background Layers (or map caches). These Background Layers are used to display a base map as a backdrop to the Geoprocessing results.

Omega will use Bing maps* for the application's background layers. If the client does not wish to use Bing maps, the following two options are available for an additional fee:

- 1) Client map caches - The following criteria must be met if the client wishes to use their own maps caches:
 - a. Caches must be built using the Web Mercator Auxiliary Sphere (102100 or 3857) projection
 - b. If multiple caches will be used in the Dashboard, the zoom levels must match between caches
 - c. The caches must be accessible by URL to all intended end-users
 - d. The client is responsible for maintaining the map cache(s) and assuring its' availability and accessibility.

- 2) Omega-built map cache(s)
 - a. If Omega is to build a map cache containing aerial raster data, the client must ensure that a spatial reference has been defined on all image files
 - b. If the application will be hosted, source aerial raster data must not exceed 5 GB of disk space

* Bing Maps are offered free of charge with the purchase of ESRI ArcGIS Server software. Omega does not guarantee the offer. All updates to Bing Maps including both data availability and price are not administered by The Omega Group. The Omega Group will do it's best to notify the client in advance of any changes to the offer. Any changes in price for Bing Maps will be passed on to the client either as part of annual maintenance or invoiced separately.

Interactive Functionality

Reporting capabilities include dynamic mapping, sorting, grouping, and charting.

Symbology

All applications include standard Omega symbology for each data source.

Operational Layers

An operational layer represents a set of geographic features, typically boundaries or landmarks that can be displayed on top of the base geography.

Saved Queries

Saved queries are a set of pre-defined data queries organized in folders. Data queries are based on data available from the RMS or CAD system and vary in design from one application to another.

Geographic Queries

Geographic queries filter your data query by location, a known boundary, point of interest, address or intersection. This will limit your search results to those records occurring within the selected boundary, or within the specified radius of the point of interest, address or intersection.

Hardware Specifications

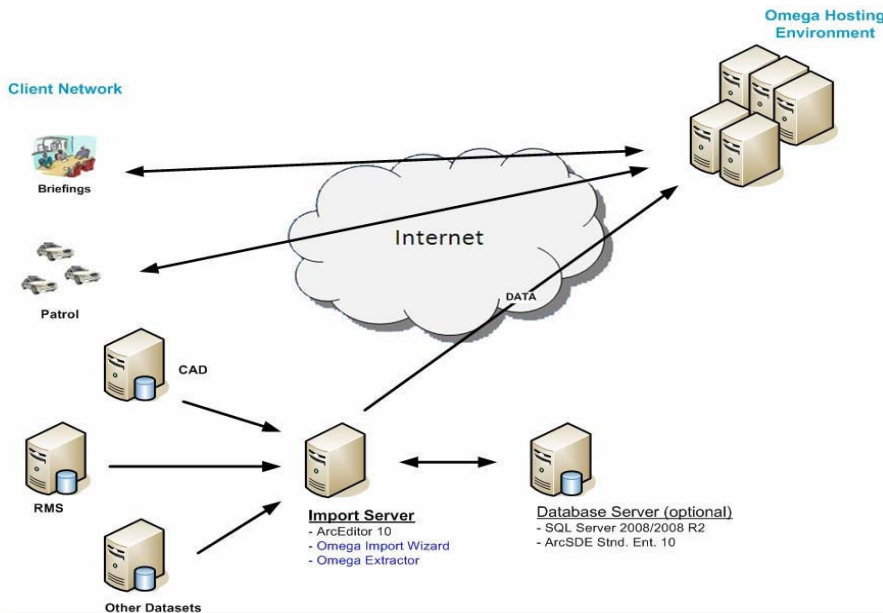
Workstations

Minimum user machine specifications for workstations accessing CrimeView Dashboard:

- Processor: 2.00 GHz Dual-core Intel processor (or faster)
- RAM: 2 GB (or greater)
- Network Card: 100 Mb
- Monitor: Minimum resolution: 1024px X 768px
- OS: No specific requirement
- Browser Support: Firefox, Safari, Chrome, or IE7 (or higher)
- Other: Silverlight 4 (or higher), Adobe Reader

Configuration Diagram

The diagram below depicts the data flow from the Law Enforcement Databases to the CrimeView Dashboard application.



Client Roles and Responsibilities

Critical to the success of every implementation is having the appropriate client staff prepared to be active participants and to understand what is expected from them for the duration of the implementation.

Client Project Manager

The client project manager is responsible for the timely coordination of assigned project tasks.

Database Administrator

The client database administrator is responsible for providing information about the CAD/RMS database and assisting with the collection of source data.

IT Specialist

The client IT specialist is responsible for installing/licensing the ArcView and Omega Desktop software, providing a method of remote access, and creating a sub-domain host header.

GIS Analyst

The client GIS analyst is responsible for providing and maintaining base map data in an ESRI compatible format.

Crime Analyst

The crime analyst should have experience working with CAD/RMS data. The crime analyst should provide input during the project's development.

Dashboard Administrator

The Dashboard Administrator is responsible for adding/maintaining user accounts. The Dashboard Administrator can also be the Dashboard Designer.

Dashboard Designer

The Dashboard Designer is responsible for creating/maintaining Dashboard content (Widgets, Pages, Alerts, Queries on Demand, etc.).

Omega Roles and Responsibilities

Omega Project Manager/Lead

The Omega project manager/lead is responsible for the coordination, development and implementation of a project. A project manager/lead has both the technical proficiency and management skills to carry out all project tasks from inception to completion. Project managers will prioritize project tasks in accordance with project schedules and delegate work to project staff as necessary. Responsibilities include:

- Leading internal and/or external meetings on project kickoff, implementation, scheduling, project status and project evaluation
- Planning, executing, tracking and measuring all project activities required for the successful delivery of Omega application(s)
- Identifying priorities and managing the resources required to meet the project objectives
- Performing and/or managing the technical tasks involved in the GIS application development process to include, but not limited to: data collection, geocoding, queries, report writing, and map production
- Delivering project in compliance with both client and internal quality control standards and guidelines
- Conducting on-site training

Deployment Specialist

The Omega Deployment Specialist is responsible for remotely installing each server-based Omega application within the client's environment or at Omega's hosting facility. This takes place once the project build has been completed and the application has been fully tested at Omega. Responsibilities include:

- Verifying that the required hardware and software is in place to run the application
- Installing all ESRI software required by the application (as well as SQL Server, where necessary)
- Installing all CrimeView Dashboard software
- Configuring the application to function within the specified environment
- Troubleshooting any environmental issues that may arise during deployment

Remote Connectivity

Determine Method of Remote Access

- Establishing remote connection to the server(s)
 - Data collection, installation and technical support will be performed through remote connection
 - Omega recommends VPN or Citrix's GoToMyPC for remote connections
 - Client must provide the necessary remote access details
- If the client is unable to provide high speed remote access, a fee will be incurred based on the additional time required for data collection and application development

Hosting Security

Physical Security

Our hosting facility offers 24-hour physical security, palm print biometrics as well as picture identification systems, redundant electrical generators, redundant cooling systems, and other backup equipment to help insure continuous operation is not impeded in any way.

Data Encryption

The most powerful encryption techniques available are utilized in order to protect the integrity of the data we receive from our clients. This includes 128-bit SSL Certification as well as 1024-bit RSA public keys.

Operating System Security

A minimum number of access points to all production servers helps maintain a high level of operating system security. All passwords are kept strong through length as well as complexity. No master password database is maintained for our production servers. Operating systems are maintained at vendor recommended patch levels for maximum security. All unnecessary users, protocols and processes are also removed to reduce the number of access points.

Database Security

Controls are in place on all database access points at both operating system and database connection levels for added security. Production server database access is restricted to a minimal number of points to help provide a tighter defense.

Server Management Security

Access to our hosting facility is only available to Omega staff with the highest levels of security clearance within our organization. The majority of Omega staff has no physical access to the equipment at our hosting facility.

Disaster Recovery

Our secure facility includes state of the art cooling systems, 24x7 monitoring as well as built in redundancy. All of our servers are run with Raid-10, which represents one of the most reliable and fastest forms of redundancy available.

Hosting Agreement

This Hosting Agreement (“Agreement”) is entered into this ____ day of _____, 2012, to be effective as of [Effective Date] (“Effective Date”), by and between **City of Cartersville** (“Customer”), with its principal place of business located at **1 North Irwin Street, Cartersville, GA 30120** and **The Omega Group, Inc.** (“Omega”), a California Corporation, with its principal place of business located at **5160 Carroll Canyon Road, San Diego, CA 92121**.

1. Services

Omega shall provide services fully described in the following Exhibits:

- Exhibit A: CrimeView Dashboard Proposal, Dated: **January 19, 2012**

These Exhibits are attached hereto and incorporated in full herein by reference. Omega shall retain the right to perform work for others during the terms of this Agreement.

1.1 Purpose. This Agreement sets forth the terms and conditions under which Omega agrees to host Software and provide all other services, data import / export, monitoring, support, backup, technology upgrades, and training necessary for Customer’s productive use of such software (the “Services”), as further set forth in Exhibit A. This Agreement and Exhibit A shall remain in effect unless terminated as provided herein.

1.1.1 Authorized Users. Unless otherwise limited in Exhibit A, Customer and any of its employees that have a need to use the Software for the benefit of Customer shall have the right to operate and use the same. As a part of the Service, Omega shall be responsible for setting up identification and password use.

1.2 Control of Services. The method and means of providing the Services shall be under the exclusive control, management, and supervision of Omega, giving due consideration to the requests of Customer.

1.3 Backup and Recovery of Customer Data. As a part of the Services, Omega is responsible for maintaining a contemporaneous backup of Customer Data, for an orderly and timely recovery of such data in the event that the Services may be interrupted. Additionally, Omega shall store a backup of Customer Data no less than daily; however Omega will not be responsible for Customer Data lost after the most current backup and before the next scheduled backup.

1.4 Change Order Procedure. Customer may, upon written notice, request increases or decreases to the scope of the Services under Exhibit A. If Customer requests changes in the scope, Customer shall notify Omega, and Omega shall notify Customer whether or not the change is feasible and any associated costs for the change. With approval from both parties, Omega shall issue a change order, which will be executed by both parties.

2. **Term and Termination.**

2.1 Term. Unless this Agreement is terminated earlier in accordance with the terms set forth in this Section, the term of Exhibit A (the "Initial Term") shall commence on the Effective Date and shall be in effect until December 31, 2012 and is automatically renewable for four additional one (1) year periods, unless prior to December 31 of the then current term, the Mayor and City Council of the City of Cartersville take action to terminate this Agreement. Additionally, upon the election and swearing in of the Mayor and City Council every two years said Mayor and City Council may terminate this agreement by taking action within thirty (30) days from their swearing in. Following the Initial Term, Exhibit A shall automatically renew for successive one year terms (each, a "Renewal Term") until such time as Customer provides Omega with written notice of termination; provided, however, that: (a) such notice be given no fewer than sixty (60) calendar days prior to the last day of the then current term; and, (b) any such termination shall be effective as of the date that would have been the first day of the next Renewal Term. "Term" shall collectively mean and include the Agreement terms represented by the Initial Term and the Renewal Term.

Immigration Reform Compliance Act

During the entire duration of this contract, the Omega Group must remain in compliance with Georgia Security and Immigration Compliance Act of 2007 and Georgia code §13-10-91 and §50-36-1.

2.2 Termination for Cause. If either party materially breaches any of its duties or obligations hereunder, and such breach is not cured, or the breaching party is not diligently pursuing a cure to the non breaching party's sole satisfaction, within thirty (30) calendar days after written notice of the breach, then the non breaching party may terminate this Agreement for cause as of a date specified in such notice.

2.3 Payments upon Termination. Upon the expiration or termination of this Agreement for any reason, Customer shall pay to Omega all undisputed amounts due and payable hereunder.

2.4 Return of Materials. Upon expiration or earlier termination of this Agreement, each party shall: (a) promptly return to the other party, or certify the destruction of any of the following of the other party held in connection with the performance of this Agreement or the Services: (i) all Confidential Information; and, (ii) any other data, programs, and materials; and, (b) return to the other party, or permit the other party to remove, any properties of the other party then situated on such party's premises. In the case of Customer Data, Omega shall, immediately upon termination of this Agreement, certify the destruction of any Customer Data within the possession of Omega. The parties agree to work in good faith to execute the foregoing in a timely and efficient manner. This Section shall survive the termination of this Agreement.

3. **Non-Disclosure of Confidential Information**

The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties.

3.1 Meaning of Confidential Information. For the purposes of this Agreement, the term "Confidential Information" shall mean all information and documentation of a party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such entity; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing entity and marked "confidential" or with words of similar meaning.

4. **Proprietary Rights.**

4.1 Pre-existing Materials. Customer acknowledges that, in the course of performing the Services, Omega may use software and related processes, instructions, methods, and techniques that have been previously developed by Omega (collectively, the "Pre-existing Materials") and that same shall remain the sole and exclusive property of Omega.

4.2 Data of Customer. Customer's information, or any derivatives thereof, contained in any Omega repository (the "Customer Data," which shall also be known and treated by Omega as Confidential Information) shall be and remain the sole and exclusive property of Customer. Omega is provided a license to Customer Data hereunder for the sole and exclusive purpose of providing the Services, including a license to store, record, transmit, maintain, and display Customer Data only to the extent necessary in the provisioning of the Services.

4.4 The provisions of this Section shall survive the termination of this Agreement.

5. **Information Security.**

Omega provides an information security environment to protect Customer's information assets, as set forth in Exhibit B (Omega Data Security).

5.1 Undertaking by Omega. Without limiting Omega's obligation of confidentiality as further described herein, Omega shall be responsible for establishing and maintaining an information security environment that is designed to: (i) ensure the security and confidentiality of the Protected Data; (ii) protect against any anticipated threats or hazards to the security or integrity of the Protected Data; (iii) protect against unauthorized access to or use of the Protected Data; (iv) ensure the proper disposal of Protected Data.

6. **Fees and Expenses.**

Customer shall be responsible for and shall pay to Omega the fees as further described in Exhibit A, subject to the terms and conditions contained therein. Any sum due Omega for Services performed for which payment is not otherwise specified shall be due and payable thirty (30) days from Invoice Date by Customer of an invoice from Omega.

6.1 Billing Procedures. Unless otherwise provided for under an Exhibit A, Omega shall bill to Customer the sums due pursuant to an Exhibit A by Omega's invoice, which shall contain: (a) Customer purchase order number, if any, and invoice number; (b) description of Services rendered; (c) the Services fee or portion thereof that is due; and, (d) total amount due. Omega shall forward invoices in electronic copy format to _____.

6.2 Non-binding Terms. Any terms and conditions that are included in Omega invoice shall be deemed to be solely for the convenience of the parties, and no such term or condition shall be binding upon Customer.

6.3 Late Payments. Payments made by Customer later than thirty (30) days from Invoice Date are subject to a fifteen (15%) penalty increase in fees.

7. **Disclaimer of Warranties**

Except as expressly provided herein, The Omega Group, and its owners, employees, affiliates, agents, vendors, and the like, make no warranty connection with The Omega Group hardware or services, whether written or oral, statutory, express or implied, including without limitation the warranties of title, non-infringement, merchantability, and fitness for a particular purpose.

8. **Limitation of Liability.**

The Omega Group, its owners, employees, affiliates, agents, vendors, and the like shall not be liable for any lost profits, lost business, lost data or direct, indirect, incidental,

special, or consequential damages that result from the use or inability to use The Omega Group hardware or services. Customer agrees that its sole and exclusive remedy shall be return or reduction of fees payable to The Omega Group.

9. **General Provisions.**

9.1 Governing Law. This Agreement shall be governed and construed in all respects in accordance with the laws of the State of California as they apply to a contract executed, delivered, and performed solely in such State.

9.3 Remedies. All remedies available to either party for one or more breaches by the other party are and shall be deemed cumulative and may be exercised separately or concurrently without waiver of any other remedies. The failure of either party to act in the event of a breach of this Agreement by the other shall not be deemed a waiver of such breach or a waiver of future breaches, unless such waiver shall be in writing and signed by the party against whom enforcement is sought.

9.4 Notices. Any notices to be given hereunder by either party to the other may be effected either by email, personal delivery in writing or by first class mail. Mailed notices shall be addressed as listed below, but each party may change such address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated as of two days after mailing.

City of Cartersville
1 North Irwin Street
Cartersville, GA 30120

The Omega Group
5160 Carroll Canyon Road, Suite 100
San Diego, CA 92121

Attn: _____

Attn: Account Payable

9.5 Entire Agreement of the Parties. This Agreement supersedes any and all agreements, either oral or written, between the parties with respect to the rendering of services by Omega for Customer and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, that are not embodied herein, and that no other agreement, statement, or promise not contained in this agreement shall be valid or binding. Any modification of this agreement will be effective only if it is in writing signed by the party to be charged.

- 9.6 Severability. If any of the provisions of this Agreement are ruled illegal, invalid or unenforceable by a court of competent jurisdiction under any applicable statute or rule of law, they shall, to that extent, be deemed omitted, and the remainder of this Agreement shall continue to be in full force and effect. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any other breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.
- 9.7 Headings. The section headings used herein are for reference only, and shall not limit or control any term or provision of this Agreement or the interpretation or construction hereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as set forth below.

Omega:

**The Omega Group, Inc.,
a California corporation,**

Milan Mueller, President

Date

Customer:

**City of Cartersville ,
Georgia**

Name

Date

Mayor _____
Title

Name

Date

City Clerk _____
Title

NOTE: Page 19 of this document must be completed and contain an authorized signature in order for work to proceed with CrimeMapping.com. This completed document can be faxed back to The Omega Group offices at:

FAX: (858)450-0239 or e-mailed to sales@theomegagroup.com If you have any questions please feel free to contact us at: (800)228-1059.

What cities can learn from NYC's safest decade

BY FRANKLIN E. ZIMRING

RECENTLY, Mayor Michael Bloomberg announced the latest crime statistics for New York City, numbers that capped what he called the "safest decade in recorded city history."

The dramatic drop in New York's crime rate has become a phenomenon that its citizens take for granted. Between 1990 and 2011, the homicide rate in the city dropped 80%, the robbery rate fell 83% and the burglary rate was down by 86%. Auto theft has been banished to the endangered-species list, with a current rate of about 6% of the 1990 level. Nor is this profound change just the wishful thinking of police statisticians; it has been confirmed by independent measures such as auto-insurance claims and data from other levels of government.

The rest of the country also experienced a decline in crime over the 1990s, but New York's was twice as large and has lasted twice as long. So what has the city done differently? Rather than focus on imprisonment, New York has hired more police officers and changed its policing strategy.

The results of this experiment contradict four decades of crime-control orthodoxy. Since 1971, the U.S. prison population has grown from just over 200,000 to 1.5 million. When adjusted

additional 58,000 persons at an annual cost of well over \$2 billion.

But the trick for New York wasn't just hiring more officers. The city also implemented new tactics. As part of its CompStat system, it combined mapping and the analysis of crime statistics to target "hot spots" by concentrating patrol, detective and narcotics units. Hours were shifted so that more officers were working at night, when shootings peaked. Open-air drug markets

for population growth, the rate of imprisonment has increased 400%.

This dependence on incarceration was linked to the belief that street crime is committed by persistent "high-rate" offenders who will continue to offend if they are not locked up. As the thinking goes, the police cannot prevent much crime because they can't be everywhere at all times. Persistent offenders will always find a place and a time to rob and assault.

New York's success against crime over the past two decades has proved the wrongheadedness of the "incapacitation or nothing" strategy. As it turns out, when a police patrol prevents a robbery on 125th Street on Tuesday night, opportunistic robbers don't just

Crime in New York hit new lows even as the city decreased its prison and jail rates by 28%.

find other victims on 140th Street, or try again on Wednesday night. The factors that combine to produce a mugging are situational and contingent, so if you prevent Tuesday's robbery on 125th Street, that's probably one less robbery for the year.

From 1990 to 2009, while the rest of the nation increased its rate of incarceration by 65%, New York City decreased its prison and jail rates by 28%. If the city had instead followed the national trend, it would have locked up an

were shut down, which didn't significantly reduce drug sales but did eliminate 90% of drug-related killings, which usually involve turf conflicts.

This strategy should not be confused with the much-discussed "broken windows" approach, which New York has not consistently used. "Broken windows" emphasizes maintaining a visible police presence in marginal areas of crime; it focuses on violations related to public order, like prostitution, public

gambling and vandalism.

New York City has made arrests for minor crimes part of its successful strategy, but the rationale has been different from "broken windows" thinking. When serious bad guys get nabbed for a minor crime, it provides an opportunity to check for outstanding warrants on them and get them off the streets. In the phrase of Jack Maple, New York's former deputy police commissioner, it's a strategy for catching "the sharks, not the dolphins."

Another welcome finding from New York is that the new policing strategy has discouraged repeat offenders. In 1990, among all the prisoners from New York City released from state prison, a full 28% were convicted of another felony within three years. But as the general crime rate went down, so did the crime rate of released offenders. By 2006, their three-year reconviction rate had dropped to 10%.

New York's anticrime record has a lot to teach the nation. Over the past 20 years, the city has seen no major changes in the factors so often cited as the "root causes" of crime. Unemployed young men, single-parent families, educational problems, illegal drug use—they all remain. Other cities are now starting to implement policies similar to CompStat, and the preliminary indications are that New York's success is contagious. It's a new chapter for urban life in America.

Mr. Zimring, a professor of law at the University of California, Berkeley, is the author of "The City That Became Safe: New York's Lessons for Urban Crime and Its Control."



City of Cartersville

City Council Meeting
3/15/2012 7:00:00 PM
2012 Yard Waste

SubCategory:	Contracts/Agreements
Department Name:	Public Works Department
Department Summary Recommendation:	A bid opening was held at the Public Works Office on Friday March 9, 2012 at 2PM for the re-bid of the Yard Waste Contract. Two bids were received: Pettit Timber bid \$8.00 per ton and Crane Gradingt bid \$8.50 per ton. We recommend the low bid of Pettit Timber for \$8.00 per ton.
City Manager's Remarks:	Your approval of Bobby's recommendation, above, is recommended.
Financial/Budget Certification:	This is a budgeted item.
Legal:	
Associated Information:	Everify and SAVE documentation are on file.

**SERVICES AGREEMENT
FOR
YARD WASTE DISPOSAL**

This Agreement for Professional Services ("Agreement") is made and entered into as of the 9 day of MARCH, 2012, by and between the CITY OF CARTERSVILLE ("CITY"), a municipal corporation of the State of Georgia, and PETIT TIMBER INC. ("CONTRACTOR").

SECTION 1. PURPOSE

Under this Agreement, the CONTRACTOR and CITY shall perform the following services: The CITY shall provide yard waste to CONTRACTOR to mulch and dispose of.

SECTION 2. DESCRIPTION OF SERVICES/GOODS TO BE PROVIDED

- (A) The CITY OF CARTERSVILLE shall haul approximately three thousand (3000) tons or seventy-five hundred (7500) cubic yards of yard waste annually to CONTRACTOR;
- (B) The cost of CONTRACTOR to receive said yard waste shall be \$8.00 per ton;
- (C) CONTRACTOR shall recycle, reuse, mulch or dispose of said materials;
- (D) CONTRACTOR must have on-site scales for weighing material.
- (E) CONTRACTOR must furnish weight tickets to the CITY OF CARTERSVILLE at the end of each month of contract term AP (Initial).

SECTION 3. TERM

The initial term of this Agreement shall commence April 1, 2012, and end June 30, 2013. The term shall automatically renew for successive one (1) year terms, thereafter for a period of an additional five (5) years, unless the CITY OF CARTERSVILLE or CONTRACTOR provides thirty (30) days' written notice prior to the expiration of the initial term or any renewal term. Either party may terminate this Agreement before conclusion of the term, by thirty (30) days' written notice.

SECTION 4. COMPENSATION

(a) THE CITY OF CARTERSVILLE shall compensate CONTRACTOR as indicated in Section 2 herein;

(b) The CONTRACTOR shall submit an invoice providing, date of work, description of service/work performed, and amount. The CITY shall pay the CONTRACTOR within thirty (30) days of receipt of the invoice.

SECTION 5. INDEPENDENT CONTRACTOR

The CONTRACTOR is an independent contractor and not an employee of THE CITY OF CARTERSVILLE.

SECTION 6. INSURANCE

6.1 Insurance. Without limiting CONTRACTOR'S indemnification obligations, CONTRACTOR shall procure and maintain, at its sole cost and for the duration of this Agreement, insurance coverage as provided below, against all claims for injuries against persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONTRACTOR, its agents, representatives, employees, and/or sub-contractors. In the event that CONTRACTOR subcontracts any portion of the work, the contract between the CONTRACTOR and such sub-contractor shall require the sub-contractor to maintain the same policies of insurance that the CONTRACTOR is required to maintain pursuant to this Section 9.1.

6.1.1 Insurance Coverage Required. The policies and amounts of insurance shall be as follows:

(a) General Liability (including premises and operations, contractual required hereunder shall be as follows: liability, personal injury, independent CONTRACTOR'S liability): One Million Dollars (\$1,000,000.00) single limit, per occurrence. If commercial general liability insurance or other form with a general aggregate limit is used, either the general aggregate shall apply separately to this project, or the general aggregate limit shall be two times the occurrence limit;

(b) Automobile Liability (including owned, non-owned, leased, and hired autos): One Million Dollars (\$1,000,000.00), single limit, per occurrence for bodily injury and property damage;

(c) Workers' Compensation and Employer's Liability: Workers

Compensation Insurance (if CONTRACTOR is required to have) in an amount required by the laws of the State of Georgia and Employer's Liability Insurance in the amount of Five Hundred Thousand Dollars (\$500,000.00) per occurrence for injuries incurred in providing services under this Agreement.

6.1.2 General Requirements. CONTRACTOR'S insurance:

(a) Shall be issued by an insurance company, which is an admitted carrier in the State of Georgia and maintains an A.M. Best's rating of "-A, VII" or higher; unless otherwise approved by THE CITY OF CARTERSVILLE;

(b) General Liability and Automobile Liability shall name THE CITY OF CARTERSVILLE, and its officers, officials, employees, agents, representatives and volunteers (collectively hereinafter "THE CITY OF CARTERSVILLE and THE CITY OF CARTERSVILLE Personnel") as additional insureds" and contain no special limitations on the scope of protection afforded to THE CITY OF CARTERSVILLE and THE CITY OF CARTERSVILLE Personnel. All insurance provided hereunder 'shall include the appropriate separate endorsement(s);

(c) Shall be primary insurance and any insurance or self insurance maintained by THE CITY OF CARTERSVILLE Personnel shall be in excess of CONTRACTOR'S insurance and shall not contribute with it;

(d) Shall be "occurrence" rather than "claims made" insurance;

(e) Shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability;

(f) Shall be endorsed to state that the insurer shall waive all rights of subrogation against THE CITY OF CARTERSVILLE and THE CITY OF CARTERSVILLE Personnel, excluding Professional Liability;

(g) Shall have project name and/or agreement number indicated on certificate; and

(h) Shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, non-renewed, or materially changed for any reason, without thirty (30) days prior written notice thereof given by the insurer to THE CITY OF CARTERSVILLE by U.S. mail, or by personal delivery, except for nonpayment of premiums, in which case ten (10) days prior notice shall be provided.

6.1.3 Deductibles. Any deductibles or self-insured retentions must be declared to and approved by THE CITY OF CARTERSVILLE prior to the execution of this Agreement by THE CITY OF CARTERSVILLE.

6.1.4 Evidence of Coverage. CONTRACTOR shall furnish THE CITY OF CARTERSVILLE with certificates of insurance demonstrating the coverage required by this Agreement, which shall be received and approved by THE CITY OF CARTERSVILLE not less than five (5) working days before work commences.

6.1.5 Workers' Compensation Insurance. By his/her signature hereunder, CONTRACTOR certifies that he/she is aware of the laws of the State of Georgia including but not limited to the requirements of Title 34 Chapter 9 of the O.C.G.A. which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing the performance of the work of this Agreement. CONTRACTORS and subcontractors will keep Workers' Compensation Insurance for their employees in effect during all work covered by this Agreement.

In the event CONTRACTOR has no employees requiring CONTRACTOR to provide Workers' Compensation Insurance, CONTRACTOR shall so certify to THE CITY OF CARTERSVILLE in writing prior to THE CITY OF CARTERSVILLE'S execution of this Agreement THE CITY OF CARTERSVILLE and THE CITY OF CARTERSVILLE Personnel shall not be responsible for any claims in law or equity occasioned by failure of the CONTRACTOR to comply with this section or with the provisions of law relating to Workers' Compensation.

SECTION 7. INDEMNIFICATION

CONTRACTOR shall indemnify and hold THE CITY OF CARTERSVILLE, its officers, directors and employees, harmless from any and all claims, demands, judgments, attorneys' fees, costs, damage to persons or property, penalties, obligations, expenses or liabilities that may be asserted or claimed by any person or entity arising out of negligent, grossly negligent or intentionally harmful performance by CONTRACTOR, its employees, agents, representatives or sub-contractors under or in connection with this Agreement, except to the extent such liabilities arise from the negligence or willful misconduct of THE CITY OF CARTERSVILLE. In connection

therewith, CONTRACTOR shall defend any action or actions filed in connection with any of said claims, damages, penalties, obligations, or liabilities, and shall pay all expenses and costs, including attorneys' fees, incurred in connection therewith.

SECTION 8. NOTICES

Any notices or other communications to be given to either party under this Agreement shall be in writing. Notice under this Agreement shall be sufficient only if personally delivered by a commercial delivery service or mailed by certified or registered mail (return receipt requested) to the other party at its address set forth below. Notices sent by mail shall be deemed received two (2) days after deposit in the United States mail.

If to THE CITY OF CARTERSVILLE: City of Cartersville
Public Works Department
P.O. Box 1390
Cartersville, Georgia 30120
Attn: Bobby C. Elliott

If to CONTRACTOR:

PETTER TIMBER INC.
P.O. BOX 1959
CARTERSVILLE, GA 30120
ATTN: ANDREW C. PETTER

SECTION 9. COMPLIANCE WITH LAWS

The CONTRACTOR shall keep itself fully informed of all existing and future state and federal laws and all county and city ordinances and regulations which in any manner affect the-conduct of the Work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency is discovered in the Contract Documents in relation to any such law, ordinance, regulation, order or decree, the CONTRACTOR shall forthwith report the same to the City Engineer in writing. The CONTRACTOR shall at all times observe and comply with and shall cause all its agents and employees to observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees, and shall protect, indemnify and defend the CITY, the City Engineer, and all of their respective officers, employees, and representatives against any claim or assertion of liability, or

liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by the CONTRACTOR or its employees.

SECTION 10. INTEGRATION

This Agreement represents the entire understanding of the parties. No prior oral or written understanding shall be of any force or effect with respect to those matters covered by this Agreement.

SECTION 11. ASSIGNMENT

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns. CONTRACTOR may not assign this Agreement or any interest or right hereunder without the prior written consent and approval of THE CITY OF CARTERSVILLE, which consent and approval may be withheld in the sole and absolute discretion of THE CITY OF CARTERSVILLE. No provision of this Agreement is intended nor shall in any way be construed to benefit any party not a signatory hereto or to create a third party beneficiary relationship.

SECTION 12. ATTORNEYS' FEES

In the event of any action between the parties hereto seeking enforcement of any of the terms and conditions to this Agreement, the prevailing party in such action shall be awarded, in addition to damages, injunctive or other relief, its reasonable costs and expenses, including without limitation its expert witness fees and reasonable attorneys' fees.

SECTION 13. CHOICE OF LAWS: LITIGATION MATTERS

This Agreement shall be governed by the laws of the State of Georgia and any question arising hereunder shall be construed or determined according to such law and venue for any dispute, cause of action or claim shall be the Bartow County Superior Court.

SECTION 14. WAIVER OR MODIFICATION

A waiver of a provision hereof, or modification of any provision herein contained, shall be effective only if said waiver or modification is in writing, and signed by both the

parties hereto. No waiver of any breach or default by any party hereto shall be considered to be a waiver of any breach or default unless expressly provided herein or in the waiver.

SECTION 15. DUPLICATE ORIGINALS

This Agreement may be executed in any number of duplicate originals, all of which shall be of equal legal force and effect.

SECTION 16. SEVERABILITY

If any term, covenant or condition of this Agreement or the application thereof to any person, entity, or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, or condition to persons, entities, or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

SECTION 17. AUTHORITY

The person(s) executing this Agreement on behalf of each of the parties hereto represent and warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement such party is formally bound to the provisions of this Agreement, and (iv) entering into this Agreement does not violate any provision of any other agreement to which such party is bound.

SECTION 18. AMENDMENT

No provisions of this Agreement may be amended or modified in any manner whatsoever except by an agreement in writing signed by duly authorized officers or representatives of each of the parties hereto.

(SIGNATURES FOLLOW)

IN WITNESS WHEREOF, the parties hereto have executed and entered into this Agreement as of the date first set forth above.

APPROVED:

THE CITY OF CARTERSVILLE

By: _____
MATTHEW SANTINI, Mayor

Connie Keeling, City Clerk

Dated: _____

Dated: _____

APPROVED:

By: _____

Title: _____

Dated: _____

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the City of Cartersville has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the City of Cartersville, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Cartersville at the time the subcontractor(s) is retained to perform such service.

385262
EEV / Basic Pilot Program* User Identification Number

03-09-2012
Date

[Signature]
BY: Authorized Officer or Agent
(Contractor Name)

CHIEF EXECUTIVE OFFICER
Title of Authorized Officer or Agent of Contractor

ANDREW C. PETTIT
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
01 DAY OF MARCH, 2012.

[Signature]
Notary Public
My Commission Expires:



* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV / Basic Pilot Program" operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with PETTIT TIMBER INC. (name of contractor) on behalf of the City of Cartersville has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs Operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A 13-10-91.

385262
EEV / Basic Pilot Program* User Identification Number

[Signature]
BY: Authorized Officer or Agent
(Subcontractor Name)

03-09-2012
Date

CHIEF EXECUTIVE OFFICER
Title of Authorized Officer or Agent of Subcontractor

ANDREW C. PETTIT
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
9 DAY OF MARCH, 2012.

[Signature]
Notary Public
My Commission Expires:



* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV / Basic Pilot Program" operated by the [U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

CERTIFICATE OF NON-DISCRIMINATION

In connection with the performance of work under this contract, the bidder agrees as follows:

The bidder agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, ancestry or disability. The vendor shall take affirmative action to insure that employees are treated without regard to their race, creed, color, sex, national origin, ancestry or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruiting, or recruitment, advertising, lay-off or termination, rates of pay or other compensation and selection for training, including apprenticeship.

In the event of the bidder's non-compliance with this non-discrimination clause, the contract may be canceled or terminated by the City of Cartersville. The bidder may be declared, by the City of Cartersville, ineligible for further contracts with the City of Cartersville until satisfactory proof of intent to comply shall be made by the vendor.

The bidder agrees to include this non-discrimination clause in any sub-contracts connected with the performance of this agreement.

PETIT TIMBER INC.

BIDDER

[Signature]

SIGNATURE

CEO

TITLE

BIDDERS DECLARATION

The bidder understands, agrees and warrants:

That the bidder has carefully read and fully understands the full scope of the specifications.

That the bidder has the capability to successfully undertake and complete the responsibilities and obligations in said specifications.

That this bid may be withdrawn by requesting such withdrawal in writing at any time prior to 19 august 2011 at 2:00 PM but may not be withdrawn after such date and time.

That City of Cartersville reserves the right to waive compliance by any applicant with any provision contained in this request whenever the City in its sole discretion believes such waiver is in the City's best interests.

That by submission of this quote the bidder acknowledges that City of Cartersville has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information supplied by the bidder.

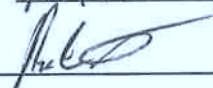
That the accompanying bid is not the result of or affected by, any act of collusion with another person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Georgia or United States law.

BIDDER:

Company Name: PETTIT TIMBER INC.

Phone: (770) 855-2246

Name Print: ANDREW C. PETTIT

Signature: 

Email: ANDREW.PETTIT@G.MAFC.COM

Date: 03-09-2012

NON-COLLUSION AFFIDAVIT

The following affidavit is to accompany the bid:

STATE OF GEORGIA

COUNTY OF BARTOW

Owner, Partner or Officer of Firm: MADISON C. PETTIT

Company Name, Address, City and State:

PETTIT TIMBER INC.

P.O. Box 1459

CARTERSVILLE, GA 30120

Being of lawful age, being first duly sworn, on oath says that he/she is the agent authorized by the bidder to submit the attached bid. Affidavit further states as bidder, that they have not been a party to any collusion among bidders in restraint of competition by agreement to bid at a fixed price or to refrain from bidding; or with any officer of the City of Cartersville or any of their employees as to quantity, quality or price in the prospective contract; or any discussion between bidders and any official of the City of Cartersville or any of their employees concerning exchange of money or other things of value for special consideration in submitting a sealed bid for:

FIRM NAME PETTIT TIMBER INC.

SIGNATURE [Signature]

TITLE CHIEF EXECUTIVE OFFICER

Subscribed and sworn to before me this 9 day of MARCH 2012.

[Signature]
NOTARY PUBLIC





City of Cartersville

**City Council Meeting
3/15/2012 7:00:00 PM
Baseball Netting**

SubCategory:	Bid Award/Purchases
Department Name:	Parks and Recreation
Department Summary Recommendation:	<p>Quotes were solicited for the purchase and installation of backstop netting for the George Johnson Field and side netting for the Joe Frank Harris and Bill Bruce fields. With last year's netting replacement of Rudy York and Richard Bell fields these netting systems will complete all four fields at Clearwater St. Park and only fields #3 and #4 will remain at the Cartersville Baseball Complex.</p> <p>I recommend the quote from South Cover in the amount of \$13,055.20. All e-verify and insurance forms have been received and this is a budgeted item.</p> <ul style="list-style-type: none">• West Georgia Lighting/Villa Rica GA -- \$16,001.27• South Cover / Winder, GA -- \$13,055.20• Better Baseball/Marietta -- No Bid
City Manager's Remarks:	Your approval of this bid is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	All Everify and SAVE information have been recieved



21 Oak Ridge
Winder Ga 30680
770 317 5714 Ph
770 586 0565 Fx

QUOTE 443

DATE: MARCH 7, 2012

Greg Anderson - Director

100 Pine Grove Road

Cartersville, Ga. 30120

770-387-5626

ORDER DATE	ORDER NUMBER	JOB
	Gordy	Cartersville Sugar Valley

ITEM #	DESCRIPTION	QUANTITY
	<p>Little League Complex Structure two #36 Net Knotted 10 year warranty against UV fade and UV wear- Polyethylene.Backstop 20' x 33' Two Sidewings 26' x 104' 3rd base Netting 26' x 102' 1st base</p> <p>Installation Above complex, new hardware, carabiners and vinyl coated X brace. Includes demolition of old net. \$4500.00 Complet netting, installation and hardware. 10 year warranty against Ultra-violet fade and ultra-violet wear. 60' boom required. Gordy,Greg, this is the same net we put on baseball years ago and the high school complex. This will last for years as you have seen on the two fields.</p>	\$4500

	.	
	Total	\$4500
	.	
	.	
	5 year warranty on defects in workmanship. 10 year warranty on new net against UV fade and UV wear.	



21 Oak Ridge
Winder Ga 30680
770 317 5714 Ph
770 586 0565 Fx

QUOTE 451

DATE: MARCH 7, 2012

Greg Anderson - Director

100 Pine Grove Road

Cartersville, Ga. 30120

770-387-5626

ORDER DATE	ORDER NUMBER	JOB
	Gordy	Cartersville Sugar Valley

ITEM #	DESCRIPTION	QUANTITY
	<p>Little League Complex Trackside Net #21 Net Knotted 10 year warranty against UV fade and UV wear- Polyethylene. 308' If required for installation 36' Net</p> <p>Installation Above complex, new hardware, carabiners and vinyl coated X brace. Includes demolition of old net. \$8555.20 Complet netting, installation and hardware. 10 year warranty against Ultra-violet fade and ultra-violet wear. 60' boom required. Gordy,Greg, this is the same net we put on baseball years ago and the high school complex. This will last for years as you have seen on the two fields. We will require fence removal on the third baseline of one field as per last time</p>	

	.This structure is actually larger than Canes Field	
	Total	\$8555.20
	.I can separate this into two invoices and I can finance over 60 days.	
	.	
	5 year warranty on defects in workmanship. 10 year warranty on new net against UV fade and UV wear.	

**AFFIDAVIT VERIFYING STATUS FOR
CITY OF CARTERSVILLE BENEFIT APPLICATION**

By executing this affidavit under oath, as an applicant for a City of Cartersville, Georgia Occupation Tax Certificate, Alcohol License or other public benefits as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a City of Cartersville, Georgia Occupational Tax Certificate, Alcohol License or other public benefit (circle one) for

Barry L Gunn

[Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

South Cover

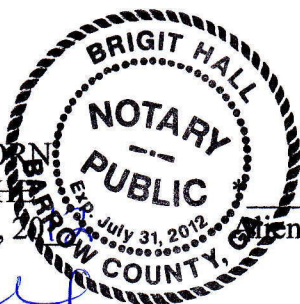
[Name of business, corporation, partnership]

- 1) I am a United States citizen
- 2) I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

[Signature] 9/1/12
Signature of Applicant: Date

Barry L Gunn BG
Printed Name:



SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE 1 DAY OF March, 2012 [Signature] Alien Registration number for non-citizens

Brigit Hall
Notary Public
My Commission Expires: July 31, 2012

*Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with City of Cartersville has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with City of Cartersville, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Cartersville at the time the subcontractor(s) is retained to perform such service.

The undersigned Contractor is using and will continue to use the federal work authorization program throughout the contract period.

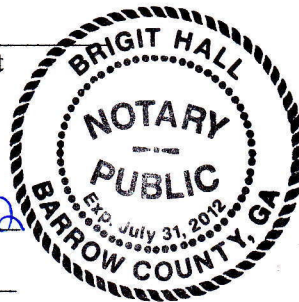
209526
EEV/Basic Pilot Program* User Identification Number

BY: [Signature]
Authorized Officer or Agent
(Contractor Name)

3/1/12
Date

President
Title of Authorized Officer or Agent of Contractor

Barry L Gunn
Printed Name of Authorized Officer or Agent



SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
1 DAY OF March, 20 12

Brigit Hall
Notary Public

My Commission Expires:
July 31, 2012

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

West Georgia Lighting, Design & Service, Inc.

P.O. Box 1026 Villa Rica, Georgia 30180

Phone Number 770-459-6266 Fax Number 770-459-2895

Email Address: wglighting@msn.com

Revised
February 28, 2012

Gordy

Re: Cartersville

Gordy:

West Georgia Lighting purposes to furnish labor, material and equipment necessary to install the following Black 600 Rope border nets at the above referenced project located at 51 Clearwater Street as outlined below:

- 1) One(1), 22' X 33' net
- 2) One(1), 26' X 102' net
- 3) One(1), 26 X 104' net
- 4) One(1), 36 X 340' net

Price of Net will be \$ 11,501.27 from BSN Sports.
The cost of Installation will be \$ 4,500.00

Lump Sum Price \$ 16,001.27

If you have any questions or concerns, please do not hesitate to call.

Toby Shadix
Owner

Cc:wglids



City of Cartersville

**City Council Meeting
3/15/2012 7:00:00 PM
Cabling, Video Surveillance, Data Services & Equipment**

SubCategory:	Bid Award/Purchases
Department Name:	Administration
Department Summary Recommendation:	<p>City staff have bid out services and equipment that is needed for the new Public Safety Headquarters and Fire Station #4 which includes cabling, video surveillance, data storage and services, telephones and related equipment that will operate these buildings. A breakdown of the service and equipment is as follows:</p> <ul style="list-style-type: none"> • Cabling, Video Surveillance, Access Control/\$384,594 - Provided by Telenet Systems • Telephones and Telephone Shelf, Etc./\$ 54,792 - Provided by AT&T • Fiber Equipment & Cabling/\$ 20,500 - Provided by Fiber Department • Data Servers and Storage/\$126,439 - Provided by Dell • 10 Gig Core & Switches/\$107,370 - Provided by Extreme/Carousel • Radios/\$10,315 - Provided by Coosa Valley Communications <p>These purchases of service and equipment total \$704,010 which is approximately \$245,000 less than what was budgeted. This equipment will serve both the Public Safety Headquarters and Fire Station #4, but the primary expense is for the Public Safety Headquarters. Since the city is using the Headquarters as our Emergency Operations Center (EOC) in case of city wide emergencies, some equipment listed above is needed to meet EOC requirements.</p> <p>I recommend approval of the purchase of this equipment and services.</p>
City Manager's Remarks:	Your aproval of the list of services and equipment for the Police/Fire HQ and new fire station #4,per the items listed above, is recommended.
Financial/Budget	Budgeted through 2007 SPLOST. Cover Memo

Certification:	
Legal:	
Associated Information:	E-verify and SAVE are on file.



City of Cartersville

**City Council Meeting
3/15/2012 7:00:00 PM
Smart Boards & Projectors from Multi Media Services**

SubCategory:	Bid Award/Purchases
Department Name:	Administration
Department Summary Recommendation:	City staff have evaluated smart boards and projectors for the new Public Safety Headquarters, which will be used in the Police and Fire Department training rooms and in the Emergency Operation Center/Large Training Room. The best product is from Multi Media Services at a total cost of \$37,314.71. This price is from the State of Georgia Purchasing Contract. I recommend approval of this purchase.
City Manager's Remarks:	Your approval of this purchase is recommended.
Financial/Budget Certification:	Budgeted in 2007 SPLOST.
Legal:	
Associated Information:	E-verify and SAVE are on file.



multi media services

Heather Corbin
770.955.7368 x 308
678.570.8913 cell
heatherc@mmsav.com

Lamar Greeson
City of Cartersville
1 North Erwin Street
Cartersville, GA 30120
404.925.2328
lgreeson@cartersvillega.gov

Proposal #11HFC3769 V2 A
December 14, 2011

AV/ Smart Budget proposal for Equipment
GA State Contract# 99999-SPD-SPD0000021-002

QTY	VENDOR	DESCRIPTION	UNIT PRICE	EXT PRICE
Large Shared Training Room				
1	Smart	885ix-MP; 87" Annotation Board/Projector	5,434.63	5,434.63
1	Smart	Speaker Pair for Above	298.67	298.67
1	MMS	Laptop Wall Plate	73.33	73.33
1	Smart	Meeting Pro Premium Upgrade	598.67	598.67
Fire Department Conference Room				
1	Smart	880i5-MP; 77" Annotation Board/Projector	5,198.67	5,198.67
1	Smart	Speaker Pair for Above	298.67	298.67
1	MMS	Laptop Wall Plate	73.33	73.33
1	Smart	Meeting Pro Premium Upgrade w/GW	598.67	598.67
Police Department Conference Room				
1	Smart	880i5-MP; 77" Annotation Board/Projector	5,198.67	5,198.67
1	Smart	Speaker Pair for Above	298.67	298.67
1	MMS	Laptop Wall Plate	73.33	73.33
1	Smart	Meeting Pro Premium Upgrade w/GW	598.67	598.67
1	Smart	Bridgit Server Software w/5 concurrent licenses		5,767.95
1	Smart	10 additional user licenses		974.03
1	Smart	18" Podium Pen Display		2,898.75
Equipment Total				28,384.71
Sales Tax, Exempt				0.00
Total Equipment Budget Proposal				\$28,384.71

*Price Expires 12-26-31



multi media services

Heather Corbin
770.955.7368 x 308
678.570.8913 cell
heatherc@mmsav.com

Lamar Greeson
City of Cartersville
1 North Erwin Street
Cartersville, GA 30120
404.925.2328
lgreeson@cartersvillega.gov

Proposal #11HFC3769 V2 B
December 14, 2011

AV/ Smart Labor proposal, per equipment list on V2 A proposal

QTY	VENDOR	DESCRIPTION	UNIT PRICE	EXT PRICE
		Cable Connectors & Hardware		1,150.00
		Sales Tax, Exempt		0.00
		Services: Design, Project Mgmt, Installation, & Freight		5,680.00
		Smart Certified Software Training (Initial, and Follow-up)		750.00
		Optional PR Maintenance Contract, 1 yr		1,350.00
		Total Labor Proposal		\$8,930.00

*Price Expires 30 days from proposal date.



City of Cartersville

City Council Meeting
3/15/2012 7:00:00 PM

Purchase of Replacement Mixers at Water Pollution Control Plant

SubCategory:	Bid Award/Purchases
Department Name:	Water Department
Department Summary Recommendation:	<p>Memo To: Sam Grove From: Jim Stafford Date: March 8, 2012</p> <p>Subject: Two underwater mixers in the premix tank at the wastewater plant have stopped working.</p> <p>These mixers are necessary for our process. They attach to the poles that are mounted from the sidewalk to the bottom of the tank and the mixers slide down the poles into the water. We do not want to replace the pole due to increased costs, so we are replacing these Flyght pumps, which are original equipment, from Xylem Water Solutions USA, Inc for \$24, 088.32.</p> <p>I recommend approval of this purchase. This will be paid for from the maintenance budget. All Everify and SAVE information is attached.</p>
City Manager's Remarks:	Your approval of this purchase is recommended.
Financial/Budget Certification:	This will be paid for from the maintenance budget.
Legal:	
Associated Information:	Everify and SAVE information is attached.

**AFFIDAVIT VERIFYING STATUS FOR
CITY OF CARTERSVILLE BENEFIT APPLICATION**

By executing this affidavit under oath, as an applicant for a City of Cartersville, Georgia Occupation Tax Certificate, Alcohol License or other public benefits as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a City of Cartersville, Georgia Occupational Tax Certificate, Alcohol License or other public benefit (circle one) for

[Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

Xylem Water Solutions USA, Inc.

[Name of business, corporation, partnership]

- 1) X I am a United States citizen
- 2) _____ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

[Signature] 2/24/12
 Signature of Applicant: Date

Math Fisher
 Printed Name: _____

SUBSCRIBED AND SWORN
 BEFORE ME ON THIS THE
24th DAY OF February, 2012
Christina Ladd
 Notary Public
 My Commission Expires:
December 10, 2014



Alien Registration number for non-citizens

*Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____ (name of contractor) on behalf of City of Cartersville has registered with and is participating in federal work authorization program being* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned subcontractor is using and will continues to use the federal work authorization program throughout the contract period.

188800
EEV/Basic Pilot Program* User Identification Number

[Signature]
BY: Authorized Officer or Agent
(Subcontractor Name) Xylem Water Solutions USA, Inc.

2/24/12
Date

[Signature]
Title of Authorized Officer or Agent of Subcontractor

Matt Fisher
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
24th DAY OF February, 2012

Christina Ladd
Notary Public
My Commission Expires:
Dec. 10, 2014



* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).



City of Cartersville

**City Council Meeting
3/15/2012 7:00:00 PM
Repair Main Street Water Boost Pump Station**

SubCategory:	Bid Award/Purchases
Department Name:	Water Department
Department Summary Recommendation:	<p>Memo To: Sam Grove From: Jim Stafford Date: 3-8-12 Subject: Repair Main Street Water Boost Pump Station</p> <p>Council Approval:</p> <p>Bids were accepted to repair the booster pump station on Main Street. This pump station has been running continuously for 9 years and it is in need of repairs.</p> <p>The bids were as follows:</p> <ul style="list-style-type: none"> • Templeton & Assoc (TEMSCO) - \$10,240.00 • Peacock Sales Co - Incomplete • Georgia Western - Incomplete • Southeastern Ind. - \$10,151.00 <p>I recommend we award Templeton & Associates (factory representative for this equipment) this project in the amount of \$10,240.00 to rehab this pump station. This is \$89.00 above the low bidder but the factory representative should be more familiar with equipment and we will get a better warranty. Everify and SAVE information is in hand. This is a budgeted maintenance repair.</p>
City Manager's Remarks:	Your approval of this purchase from Templeton is recommended.
Financial/Budget Certification:	Paid from the maintenance budget.
Legal:	
Associated Information:	Everify and Save are attached.

Cover Memo

SYSTEMATIC ALIEN VERIFICATION OF ENTITLEMENT AFFIDAVIT

By executing this affidavit under oath, as an applicant for a City of Cartersville, Georgia Occupation Tax Certificate, Alcohol License or other public benefits as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a City of Cartersville, Georgia Occupational Tax Certificate, Alcohol License or other public benefit (circle one) for

Joseph Kelly

[Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

TEMSCO

[Name of business, corporation, partnership]

- 1) I am a United States citizen
- 2) I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

Executed in Suwanee (city), Georgia (state)

[Signature]
Signature of Applicant

Joseph Kelly
Printed Name

Sworn to and subscribed before me this 2nd day of March, 2012.

[Signature]
Notary Public

My commission expires: March 2, 2015, Gwinnett Co., GA

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with City of Cartersville has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with City of Cartersville, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Cartersville at the time the subcontractor(s) is retained to perform such service.

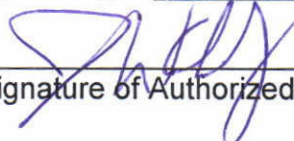
The undersigned Contractor is using and will continue to use the federal work authorization program throughout the contract period.

146875
Federal Work Authorization User Identification Number

01-06-2010
Date of Authorization

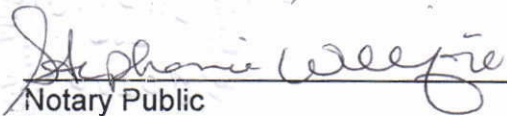
TEMSCO, Inc.
Name of Contractor

I hereby declare under penalty of perjury that the foregoing is true and correct.
Executed on March 3, 2012 in Suwanee (city), Georgia (state).


Signature of Authorized Officer or Agent

Joseph Kelly – President, TEMSCO, Inc.
Printed Name and Title of Authorized Officer or Agent

Subscribed and Sworn before me this
the 3rd day of March, 2012,


Notary Public

March 2, 2015, Gwinnett Co., GA
My Commission Expires



City of Cartersville

City Council Meeting
3/15/2012 7:00:00 PM

Replacement of Stock Items at Distribution and Collections

SubCategory:	Bid Award/Purchases
Department Name:	Water Department
Department Summary Recommendation:	<p>Memo To: Sam Grove From: Jim Stafford Date: 3-2-12 Subject: Replacement of Stock Items at Distribution and Collections</p> <p>Council Approval:</p> <p>The Water Dept. took bids for stock replacement and the bids were as follows:</p> <ul style="list-style-type: none">• Kendall Municipal - \$8,594.00• HD Supply - \$9,165.31• Ferguson Waterworks - \$9,198.42• MSC Waterworks - \$9,400.44• Consolidated Pipe - \$9,863.70 <p>Based on price I recommend we by restock materials from Kendall Municipal in the amount of \$8,594.00. This is a budget item and Everify and SAVE information is in hand.</p>
City Manager's Remarks:	Your approval of this purchase is recommended.
Financial/Budget Certification:	Paid from budget
Legal:	
Associated Information:	Everify and Save are attached.

**AFFIDAVIT VERIFYING STATUS FOR
CITY OF CARTERSVILLE BENEFIT APPLICATION**

By executing this affidavit under oath, as an applicant for a City of Cartersville, Georgia Occupation Tax Certificate, Alcohol License or other public benefits as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a City of Cartersville, Georgia Occupational Tax Certificate, Alcohol License or other public benefit (circle one) for

Jason E. Kendall

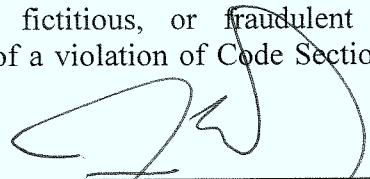
[Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

Kendall Supply, Inc.

[Name of business, corporation, partnership]

- 1) I am a United States citizen
- 2) I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.



Signature of Applicant:

7/8/11
Date

Jason E. Kendall

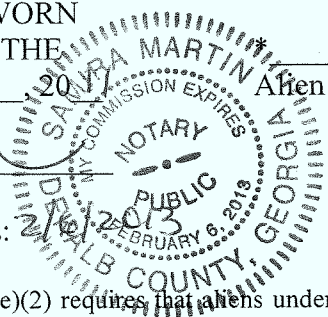
Printed Name:

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

12th DAY OF July, 2011

Notary Public

My Commission Expires: 2/6/2013



Alien Registration number for non-citizens

*Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with City of Cartersville has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with City of Cartersville, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Cartersville at the time the subcontractor(s) is retained to perform such service.

The undersigned Contractor is using and will continue to use the federal work authorization program throughout the contract period.

231384
EEV/Basic Pilot Program* User Identification Number

[Signature]
BY: Authorized Officer or Agent
(Contractor Name)

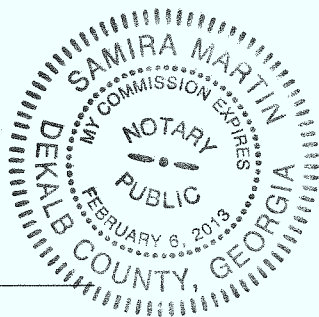
7/8/11
Date

Vice President
Title of Authorized Officer or Agent of Contractor

Jason E. Kendall
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
12th DAY OF July, 20 11

[Signature]
Notary Public
My Commission Expires:
2/6/2013



* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).



City of Cartersville

**City Council Meeting
3/15/2012 7:00:00 PM
Library Reimbursement Request**

SubCategory:	Other
Department Name:	Finance
Department Summary Recommendation:	<p>The Cartersville/Bartow County Library has submitted a request to be reimbursed from the impact fee fund in the amount of \$15,813.34. The current balance of impact fee funds earmarked for the library is \$29,393.45. The FY 2011-12 budgeted amount for the library is adequate for this request, and therefore, no budget amendment is needed. If this request is approved, the remaining balance of the impact fees earmarked for the library will be \$13,580.11. The last time the library submitted a request for reimbursement from the impact fee fund was November 2009, and after some discussion from the Council, that request was approved. I recommend approval of the library request for reimbursement in the amount of \$15,813.34 from the impact fee fund.</p>
City Manager's Remarks:	<p>I felt that running this approval by Council was needed since it had been done in the past. Your approval of use of these funds is recommended.</p>
Financial/Budget Certification:	<p>This item is budgeted in the Impact Fee Fund, account 271-6120-57-1020.</p>
Legal:	
Associated Information:	

Impact Fee Invoice

Vendor: **City of Cartersville**
Attn: Tom Rhinehart
P O Box 1390
Cartersville, GA 30120

Date: **January 27, 2012**

Invoice #: **FY12-01**

Invoice Amount: **\$15,813.34**

Reason: To reimburse the Bartow County Library System for items purchased from vendors that are reimbursable from impact fees collected by the City of Cartersville and meet the qualifications established by the Impact Fee Ordinance for the purchase of collection materials.

Brief Description of Collection Materials asked for in this reimbursement:

Adult Print	6402.57
Adult Audio	468.88✓
Adult Large Print	993.76
Childrens Print	6051.34
Young Adult Print	1896.79

Attach a copy of the vendor invoice(s) that are being reimbursed on this invoice.

Signature of Bartow County Library
System Representative:

Title:

Jill McAllister
Finance Director

Signature of City of Cartersville
Approval:

Title:

City of Cartersville General
Ledger Account to be Charged: 271-6120-57-1020



City of Cartersville

City Council Meeting
3/15/2012 7:00:00 PM
Surplus Equipment

SubCategory:	Surplus Equipment
Department Name:	Finance
Department Summary Recommendation:	Attached is a list of surplus equipment and items from various departments within the city. In order to dispose of the items on the list, once the council declares them as surplus, the city will post these items on the GovDeals website. I recommend your approval to declare these items as surplus.
City Manager's Remarks:	Your declaration of this list as surplus is recommended.
Financial/Budget Certification:	N/A
Legal:	
Associated Information:	

March 6, 2012 Surplus Equipment List							
Quantity	Description	VIN	Department	Reason			
1	1991 Ford F-150	1FTDF15N4MNA98100	Public Works	Mileage and vehicle leaks oil profusely			
1	1996 Ford Explorer	1FMDU32X9TUD65304	Public Works	Mileage and bad transmission			
1	Litter Critter Trailer	TWTD-4049	Public Works	No longer used			
1	Litter Critter Trailer	Unknown	Public Works	No longer used			
1	Litter Critter Trailer	Unknown	Public Works	No longer used			
1	Pulsafeeder 7660 Diaphragm Metering Pump	9012909-6	Water Pollution Control	Purchased in 1990. never used due to incorrect sizing by design engineers. Would like to trade in future			
11	Mag Lite Flashlites 3 D Cell variety		police	don't work			
4	Mag Lite Flashlites 4 D Cell variety		police	don't work			
4	VidMics Video/audio recorder mics for Motorola portable radios		police	out dated			
3	Motorola HT-1000 Portable Radio w/ Chargers	402ATYA323Z	police	out dated			
		402ATW5567Z	police	out dated			
		402ATYA327Z	police	out dated			
7	Motorola HT-1000 Portable Radio w/o charger	402AUA2279Z	police	out dated			
		402ATW5565Z	police	out dated			
		402AUA2281Z	police	out dated			
		402AUA2277Z	police	out dated			
		402ATYA326ZZ	police	out dated			
		402ATW5564Z	police	out dated			
		402ATW5566Z	police	out dated			
1	Horizon Overhead Transparency Projector	99014510	police	out dated			
3	Taser X-26 Camera Download Cables/Kits		police	out dated			
1	Viewsonic 22" Flat Panel Monitor		Police	Bad/doesn't work			
1	HP Laserjet 1200 Series Printer		Police	out dated			
2	Canon Fax Machines		Police	out dated			
13	CRT Monitors		Police	out dated			

1	Epson Stylus Color 600 Printer		Police	out dated	
1	Epson Stylus Color 650 Printer		Police	out dated	
1	Eltron P420 Thermal ID Card Printer		Police	out dated	
1	HP Photosmart C6180 Printer		Police	out dated	
1	TA Satellite III Electric Typewriter		Police	out dated	
1	Brother EM 630 Electric Typewriter		Police	out dated	
1	Xerox Workcentre M15 Copier		Police	out dated	
1	Misc Box of Speakers/Mice/Keyboards		Police	out dated	
	Boxes of antiquated in-car				
2	camera/docking/MDU/cable peripherals		Police	out dated	
2	desktop calculators		Police	out dated	
3	Sets of Jr. soccer goals		Recreation	Rusted/warn out	
1	Single sized soccer goal (not a complete set)		Recreation	Rusted/warn out	
	Chlorinator Accu-Tab System - Powerbase AI				
	Chlorinator unit Model 3012 for pools up to 75				
1	gallons		Recreation	replaced due to not being adequate for the SAC pool	
1	Tumble Tracks		Recreation	obsolete	
1	Kids Rock Climbing Wall		Recreation	parts missing	
1	2001 Ford Crown Victoria	2FAPP71WZ1X159998	Police	Engine problems	
1	1993 Jeep Cherokee	1J4FT287PL627641	Garage	Transmission Slips	
1	2003 Ford F-150	1FTPF17W6VND30400	Gas	Engine worn out	
1	2003 Ford Ranger	1FTYR10V73PA14586	Finance	Transmission shot	
1	1966 Lincoln LincGuard Air Compressor		Garage	Worn out	



City of Cartersville

City Council Meeting
3/15/2012 7:00:00 PM
January 2012

SubCategory:	Monthly Financial Statement
Department Name:	Finance
Department Summary Recommendation:	Attached is the January 2012 financial report. Also attached is the supplemental financial information and the cash position report for the same time period.
City Manager's Remarks:	Tom R. will present this information at the meeting.
Financial/Budget Certification:	N/A
Legal:	
Associated Information:	

MONTHLY SUMMARY
As of January 31, 2012

	FY 2010 - 11 MONTH OF January-11	FY 2011 - 12 MONTH OF January-12	FY 2010 - 11 Year to Date January-11	FY 2011 - 12 Year to Date January-12	100.00% OF BUDGET (Year to Date)
<i>GENERAL FUND</i> excluding SPLIT, DDA & School System Property Tax Revenue & Expenditures					
REVENUE	\$1,777,354	\$1,662,038	\$14,511,585	\$14,256,196	59.04%
EXPENDITURE	\$1,967,746	\$1,499,368	\$13,738,859	\$13,878,964	57.48%
Gen. Fund Net Profit (Loss)	(\$190,392)	\$162,670	\$772,726	\$377,232	
<i>WATER & SEWER</i>					
REVENUE	\$923,557	\$959,898	\$7,756,350	\$7,745,453	40.65%
EXPENDITURE	\$937,153	\$1,050,460	\$7,237,978	\$7,028,672	36.89%
Wtr. & Swr. Fund Net Profit (Loss)	(\$13,596)	(\$90,562)	\$518,372	\$716,781	
<i>GAS</i>					
REVENUE	\$3,342,739	\$2,152,839	\$12,318,255	\$11,531,485	39.98%
EXPENDITURES	\$2,231,975	\$1,937,769	\$13,155,346	\$12,602,993	43.69%
Gas Fund Net Profit (Loss)	\$1,110,764	\$215,070	(\$837,091)	(\$1,071,508)	
<i>ELECTRIC</i>					
REVENUE	\$3,425,385	\$3,491,935	\$24,613,495	\$26,799,390	61.47%
EXPENDITURES	\$2,789,998	\$3,364,098	\$23,093,788	\$25,483,971	58.45%
Electric Fund Net Profit (Loss)	\$635,387	\$127,837	\$1,519,707	\$1,315,419	
<i>STORMWATER</i>					
REVENUE	\$97,376	\$103,063	\$685,981	\$712,317	60.31%
EXPENDITURE	\$137,533	\$68,257	\$848,344	\$636,939	53.93%
Stormwater Fund Net Profit (Loss)	(\$40,157)	\$34,806	(\$162,363)	\$75,378	
<i>SOLID WASTE</i>					
REVENUE	\$162,577	\$159,668	\$1,149,903	\$1,113,173	43.01%
EXPENDITURE	\$139,085	\$311,980	\$1,109,239	\$1,248,246	48.23%
Solid Waste Fund Net Profit (Loss)	\$23,492	(\$152,312)	\$40,664	(\$135,073)	
<i>FIBER OPTICS</i>					
REVENUE	\$145,553	\$131,158	\$1,105,481	\$918,931	56.79%
EXPENDITURE	\$98,662	\$80,271	\$727,224	\$678,621	41.94%
Fiber Fund Net Profit (Loss)	\$46,891	\$50,887	\$378,257	\$240,310	

				% of Monthly Totals to Budget
General Fund	Description	Through 1-31-12	FY 2012 Budget	
	Total Revenues	\$14,256,196	\$24,146,955	59.04%
	GO Bond Proceeds from School	\$2,141,052	\$2,568,890	83.35%
	Property Taxes-City Portion Only	\$1,210,318	\$1,289,320	93.87%
	Local Option Sales Tax (LOST)	\$2,612,103	\$4,818,625	54.21%
	Other Taxes	\$3,927,305	\$6,950,240	56.51%
	Building Permit & Inspection Fees	\$48,128	\$45,000	106.95%
	Fines and Forfeitures	\$346,300	\$590,000	58.69%
	Operating Transfers In-City Utilities	\$2,302,964	\$3,776,510	60.98%
	Other Revenues	\$1,668,026	\$4,108,370	40.60%
	Total Expenditures	\$13,878,964	\$24,146,955	57.48%
	Personnel Expenses	\$7,819,186	\$14,377,795	54.38%
	Operating Expenses	\$2,805,706	\$6,139,870	45.70%
	Capital Expenses	\$270,464	\$604,700	44.73%
	GO Bond Proceeds from School	\$2,175,557	\$2,568,890	84.69%
Debt Pymt - JDA/CBA	\$466,276	\$0	#DIV/0!	
Library Appropriations	\$341,775	\$455,700	75.00%	
Water & Sewer Fund	Total Revenues	\$7,745,453	\$19,051,945	40.65%
	Water Sales	\$4,670,540	\$8,132,500	57.43%
	Sewer Sales	\$2,630,708	\$4,292,000	61.29%
	Bond Proceeds	\$0	\$5,000,000	0.00%
	Other Revenues	\$444,205	\$1,627,445	27.29%
	Total Expenditures	\$7,028,672	\$19,051,795	36.89%
	Personnel Expenses	\$1,699,179	\$3,067,295	55.40%
	Operating Expenses	\$1,641,088	\$2,897,170	56.64%
	Capital Expenses	\$364,244	\$6,816,010	5.34%
	Transfer To General Fund	\$1,558,641	\$2,667,940	58.42%
Debt Payments	\$1,765,520	\$3,603,380	49.00%	
Gas Fund	Total Revenues	\$11,531,485	\$28,845,855	39.98%
	Gas Sales	\$10,630,420	\$24,807,545	42.85%
	Gas Commodity Charge	\$653,889	\$1,245,000	52.52%
	Bond Proceeds	\$0	\$2,055,000	0.00%
	Proceeds from Capital Leases	\$0	\$32,500	0.00%
	Other Revenues	\$247,176	\$705,810	35.02%
	Total Expenses	\$12,602,993	\$28,845,855	43.69%
	Personnel Expenses	\$947,918	\$1,758,845	53.89%
	Operating Expenses	\$251,644	\$816,120	30.83%
	Purchase of Natural Gas	\$9,420,008	\$20,365,910	46.25%
Transfer to General Fund	\$1,858,591	\$3,295,150	56.40%	
Capital Expenses	\$124,832	\$2,609,830	4.78%	

				% of Monthly Totals to Budget	
Electric Fund	Description	Through 1-31-12	FY 2012 Budget		
	Total Revenues	\$26,799,390	\$43,600,295	61.47%	
	Electric Sales	\$25,997,806	\$42,254,840	61.53%	
	Other Revenues	\$801,584	\$1,345,455	59.58%	
	Total Expenses	\$25,483,971	\$43,600,295	58.45%	
	Personnel Expenses	\$1,148,630	\$2,087,265	55.03%	
	Operating Expenses	\$750,500	\$1,223,745	61.33%	
	Purchase of Electricity	\$22,089,998	\$37,588,300	58.77%	
	Capital Expenses	\$155,598	\$499,095	31.18%	
	Transfer to General Fund	\$1,339,245	\$2,201,890	60.82%	
Stormwater Fund	Total Revenues	\$712,317	\$1,181,000	60.31%	
	Stormwater Revenues	\$705,358	\$1,170,000	60.29%	
	Other Revenues	\$6,959	\$11,000	63.26%	
	Prior Year Carryover	\$0	\$0	#DIV/0!	
	Stormwater Improvement Funds	\$0	\$0	#DIV/0!	
	Total Expenses	\$636,939	\$1,181,000	53.93%	
	Personnel Expenses	\$231,236	\$449,680	51.42%	
	Operating Expenses	\$261,439	\$519,690	50.31%	
	Capital Expenses	\$144,264	\$211,630	68.17%	
	Solid Waste Fund	Total Revenues	\$1,113,173	\$2,587,900	43.01%
Refuse Collections Revenues		\$1,088,422	\$2,060,290	52.83%	
Other Revenues		\$24,751	\$48,200	51.35%	
Proceeds From Capital Leases		\$0	\$479,410	0.00%	
Total Expenses		\$1,248,246	\$2,587,900	48.23%	
Personnel Expenses		\$577,089	\$1,059,505	54.47%	
Operating Expenses		\$507,644	\$1,048,985	48.39%	
Capital Expenses		\$163,513	\$479,410	34.11%	
Fiber Optics Fund		Total Revenues	\$918,931	\$1,646,900	55.80%
		Fiber Optics Revenues	\$845,364	\$1,539,800	54.90%
	GIS Revenues	\$55,475	\$102,500	54.12%	
	Other Revenues	\$18,092	\$4,600		
	Total Expenses	\$678,621	\$1,646,900	41.21%	
	Personnel Expenses	\$329,046	\$531,810	61.87%	
	Operating Expenses	\$209,987	\$675,675	31.08%	
	MEAG Telecom Statewide Pymt	\$134,210	\$229,415	58.50%	
	Capital Expenses	\$5,378	\$210,000	2.56%	

Cash Position	6/30/11	7/31/11	8/31/11	9/30/11	10/31/11	11/30/11	12/31/11
Total Unrestricted Cash Balance	\$9,926,033.63	\$10,145,726.90	\$10,173,855.99	\$10,402,752.04	\$11,490,532.04	\$10,430,103.23	\$9,790,386.70
Total Restricted Cash Balance	\$54,303,771.24	\$52,874,718.85	\$51,914,429.58	\$50,486,885.85	\$26,855,223.57	\$52,251,491.50	\$52,462,966.31
Cash Position		1/31/12	2/28/12	3/31/12	4/30/12	5/31/12	6/30/12
Total Unrestricted Cash Balance		\$9,218,208.23					
Total Restricted Cash Balance		\$53,723,119.89					



City of Cartersville

**City Council Meeting
3/15/2012 7:00:00 PM**

Amendment to Utilities Ordinance Regarding Electric Rates

SubCategory:	Second Reading of Ordinances
Department Name:	Electric
Department Summary Recommendation:	<p>Wholesale cost increases continue as a result of environmental costs at our coal plants, nuclear fuel increases, and reduced off-system sales requiring an adjustment of our retail rates. In late 2011, a Cost of Service study was performed to reapportion these costs. The study was performed by an independent outside firm using methodology consistent with electric municipalities across the State of Georgia and was presented to City Council on December 8. No increases for the City of Cartersville are included in the proposed rates.</p> <p>Attached are the proposed rates pursuant to this study. The items changed are shown in red. If approved, these rates will go into effect with billing for March's consumption. The proposed rates change the existing rates in the following manner:</p> <p style="padding-left: 40px;">Residential +0.42% Small General Service +1.91% Small Power -4.70% Medium Power -4.97% Large Power +1.77% Extra Large Power -0.76% Economic Development -1.99% Street Lights +19.50% City Government -1.97%</p> <p>I recommend your approval of these proposed rates to recover the increase in wholesale energy.</p>
City Manager's Remarks:	Your approval of the new rate ordinance as outlined above is recommended.
Financial/Budget Certification:	Proposed rates to recover escalation in wholesale power costs, remainder of budget is unaffected.
Legal:	Ordinances have been reviewed by Keith Lovell.
Associated Information:	

Cover Memo



RESIDENTIAL POWER SERVICE, **RP-4**

PAGE 1 of 1	EFFECTIVE DATE Bills Rendered on or after March 19, 2012	PAGE 1.00
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AVAILABILITY:

Available in all areas served by the City of Cartersville Electric System (CES) and subject to CES's service rules and regulations.

APPLICABILITY:

Applicable to all domestic uses of a residential customer in a separately metered single family or multifamily dwelling unit.

TYPE OF SERVICE:

Power normally supplied under this rate shall be 115/230 volts, single phase, 60 hertz. Three-phase service may be furnished, where available.

MONTHLY RATE:

Administrative Charge	\$10.00
Distribution Energy Charge	0.9¢ per kWh
Transmission Charge	0.6¢ per kWh
Generation Charge:	

SUMMER – June through September Billing

First 650 kWh	8.1¢ per kWh
Next 350 kWh	10.3¢ per kWh
Over 1,000 kWh	10.9¢ per kWh

WINTER – October through May Billing

First 650 kWh	8.1¢ per kWh
Next 350 kWh	7.7¢ per kWh
Over 1,000 kWh	7.3¢ per kWh

POWER COST ADJUSTMENTS:

The amount calculated in this tariff is subject to increase or decrease under the provisions of the effective Power Cost Adjustment Rider.

RIDERS:

The amount calculated in this tariff is subject to increase or decrease under the provisions of any applicable rider that may be approved by the City Council of the City of Cartersville.



TEMPORARY POWER SERVICE, **TP-2**

<u>PAGE</u> 1 of 1	<u>EFFECTIVE DATE</u> Bills Rendered on or after March 19, 2012	<u>PAGE</u> 3.00
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AVAILABILITY:

Available in all areas served by the City of Cartersville Electric System (CES) and subject to CES's service rules and regulations.

APPLICABILITY:

Applicable to all construction uses **and temporary uses such as fairs, carnivals, Christmas tree stands, and similar locations and structures where such service will be for less than 12 months duration.**

A high load factor customer served under this rate schedule may petition CES to be reclassified to the Small Power tariff. At the sole option of CES, a demand meter will be installed and such customer reclassified.

TYPE OF SERVICE:

Single or three-phase, sixty (60) hertz, at a standard voltage.

MONTHLY RATE:

Administrative Charge	\$15.00
Distribution Energy Charge	0.7¢ per kWh
Transmission Charge	0.8¢ per kWh
Generation Charge	14.5¢ per kWh

POWER COST ADJUSTMENTS:

The amount calculated in this tariff is subject to increase or decrease under the provisions of the effective Power Cost Adjustment Rider.

RIDERS:

The amount calculated in this tariff is subject to increase or decrease under the provisions of any applicable rider that may be approved by the City Council of the City of Cartersville.



SMALL GENERAL SERVICE, **SG-3**

<u>PAGE</u>	<u>EFFECTIVE DATE</u>	<u>PAGE</u>
1 of 1	Bills Rendered on or after March 19, 2012	4.00

AVAILABILITY:

Available in all areas served by the City of Cartersville Electric System (CES) and subject to CES's service rules and regulations.

APPLICABILITY:

Applicable to non-residential customers where monthly energy consumption is less than 3,000 kWh's per month. A high load factor customer served under this rate schedule may petition CES to be reclassified to the Small Power tariff. At the sole option of CES, a demand meter will be installed and such customer reclassified.

TYPE OF SERVICE:

Single or three-phase, sixty (60) hertz, at a standard voltage.

MONTHLY RATE:

Administrative Charge **\$15.00**
 Distribution Energy Charge **0.7¢** per kWh
 Transmission Charge **0.8¢** per kWh
 Generation Charge:

SUMMER – June through September Billing

All kWh **14.5¢** per kWh

WINTER – October through May Billing

All kWh **12.5¢** per kWh

POWER COST ADJUSTMENTS:

The amount calculated in this tariff is subject to increase or decrease under the provisions of the effective Power Cost Adjustment Rider.

RIDERS:

The amount calculated in this tariff is subject to increase or decrease under the provisions of any applicable rider that may be approved by the City Council of the City of Cartersville.



CITY GOVERNMENT SERVICE, **CG-3**

<u>PAGE</u>	<u>EFFECTIVE DATE</u>	<u>PAGE</u>
1 of 1	Bills Rendered on or after March 19, 2012	6.00

AVAILABILITY:

Available in all areas served by the City of Cartersville Electric System (CES) and subject to CES's service rules and regulations.

APPLICABILITY:

Applicable to all facilities owned, leased by, or operated by the City of Cartersville for the provision of municipal services including, but not limited to, schools, utilities, fire and police protection, solid waste disposal, and general office functions.

TYPE OF SERVICE:

Single or three-phase, sixty (60) hertz, at a standard voltage.

MONTHLY RATE:

Administrative Charge	\$15.00
Distribution Energy Charge	0.5¢ per kWh
Transmission Charge	0.7¢ per kWh
Generation Charge	8.8¢ per kWh

POWER COST ADJUSTMENTS:

The amount calculated in this tariff is subject to increase or decrease under the provisions of the effective Power Cost Adjustment Rider.

RIDERS:

The amount calculated in this tariff is subject to increase or decrease under the provisions of any applicable rider that may be approved by the City Council of the City of Cartersville.



SMALL POWER SERVICE, **SP-3**

<u>PAGE</u> 1 of 2	<u>EFFECTIVE DATE</u> Bills Rendered on or after March 19, 2012	<u>PAGE</u> 7.00
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AVAILABILITY:

Available in all areas served by the City of Cartersville Electric System (CES) and subject to CES's service rules and regulations.

APPLICABILITY:

Applicable to all commercial or industrial electric service which is delivered or compensated to one standard voltage and where the following criteria are met:

- 1) Billing demand for the current month and the preceding 11 months must be less than or equal to 100 kW as defined in the Billing Demand section of this tariff.
- 2) Average monthly energy consumption shall be greater than or equal to 3,000 kWh's based on the most recent 12 months' data, where available.
- 3) In the event that average monthly energy consumption becomes permanently less than 3,000 kWh's, the customer may switch to the appropriate tariff following 12 months of service on this tariff.

TYPE OF SERVICE:

Single or three-phase, sixty (60) hertz, at a standard voltage.

MONTHLY RATE:

Administrative Charge	\$30.00
Distribution Demand Charge	\$1.10 per kW of Billing Demand
Transmission Charge	\$1.85 per kW of Billing Demand
Generation Charge:	

**Consumption (kWh) not greater than 200 hours
times the billing demand:**

First 6,000 kWh	11.8¢ per kWh
Over 6,000 kWh	10.8¢ per kWh

**Consumption (kWh) in excess of 200 hours and
not greater than 400 hours times the billing demand:**

All kWh	4.6¢ per kWh
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**Consumption (kWh) in excess of 400 hours and
not greater than 600 hours times the billing demand:**

All kWh	4.2¢ per kWh
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**Consumption (kWh) in excess of 600 hours
times the billing demand:**

All kWh	4.0¢ per kWh
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SMALL POWER SERVICE, SP-3 (continued)

PAGE 2 of 2		PAGE 7.10
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MINIMUM MONTHLY BILL:

Administrative Charge, plus \$8.00 per kW of Billing Demand in excess of 10 kW, plus Reactive Demand Charges, plus Power Cost Adjustment as applied to the current month metered energy in kWh, plus charges in any applicable rider.

POWER COST ADJUSTMENTS:

The amount calculated in this tariff is subject to increase or decrease under the provisions of the effective Power Cost Adjustment Rider.

RIDERS:

The amount calculated in this tariff is subject to increase or decrease under the provisions of any applicable rider that may be approved by the City Council of the City of Cartersville.

BILLING DEMAND:

The maximum billing demand shall be based on the highest thirty-minute kW measurement during the current month and the preceding eleven (11) months.

For the consumption months of June through September, the Billing Demand shall be the greater of:

- 1) The current actual demand; or
- 2) Ninety-Five percent (95%) of the highest actual demand occurring in any previous applicable summer month (June through September); or
- 3) Sixty percent (60%) of the highest actual demand occurring in any previous applicable winter month (October through May).

For the consumption months of October through May, the Billing Demand shall be the greater of:

- 1) Ninety-Five percent (95%) of the highest summer month (June through September); or
- 2) Sixty percent (60%) of the highest winter month (October through May), including the current month.

However, in no case shall the Billing Demand be less than the greater of:

- 1) The Contract Minimum Demand; or
- 2) Fifty-percent (50%) of the contract capacity; or
- 3) 10 kW.

REACTIVE DEMAND:

Where there is an indication of a power factor of less than 95% lagging, CES may at its' option install metering equipment to measure Reactive Demand. The Reactive Demand is the highest 30-minute kVAR measured during the month. The Excess Reactive Demand is the kVAR which is in excess of one-third of the measured actual kW in the current month. CES will bill Excess Reactive Demand at the rate of \$0.33 per excess kVAR.



MEDIUM POWER SERVICE, **MP-3**

PAGE	EFFECTIVE DATE	PAGE NO.
1 of 2	Bills Rendered on or after March 19, 2012	8.00

AVAILABILITY:

Available in all areas served by the City of Cartersville Electric System (CES) and subject to CES's service rules and regulations.

APPLICABILITY:

Applicable to all commercial or industrial electric service which is delivered or compensated to one standard voltage and where the following criteria are met:

- 1) Billing demand for the current month and the preceding 11 months must be greater than 100 kW and less than 1,000 kW as defined in the Billing Demand section of this tariff.
- 2) In the event that Billing Demand becomes permanently less than 100 kW, the customer may switch to the appropriate tariff following 12 months of service on this tariff.

TYPE OF SERVICE:

REMOVED "Single or t" Three-phase, sixty (60) hertz, at a standard voltage.

MONTHLY RATE:

Administrative Charge	\$60.00
Distribution Demand Charge	\$1.10 per kW of Billing Demand
Transmission Charge	\$2.00 per kW of Billing Demand
Generation Charge:	

Consumption (kWh) not greater than 200 hours times the billing demand:

First 20,000 kWh	10.8¢ per kWh
Over 20,000 kWh	10.0¢ per kWh

Consumption (kWh) in excess of 200 hours and not greater than 400 hours times the billing demand:

All kWh	4.6¢ per kWh
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Consumption (kWh) in excess of 400 hours and not greater than 600 hours times the billing demand:

All kWh	4.2¢ per kWh
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Consumption (kWh) in excess of 600 hours times the billing demand:

All kWh	4.0¢ per kWh
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MEDIUM POWER SERVICE, MP-3 (continued)

PAGE 2 of 2			PAGE 8.10
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MINIMUM MONTHLY BILL:

Administrative Charge, plus \$8.00 per kW of Billing Demand in excess of 30 kW, plus Reactive Demand Charges, plus Power Cost Adjustment as applied to the current month metered energy in kWh, plus charges in any applicable rider.

POWER COST ADJUSTMENTS:

The amount calculated in this tariff is subject to increase or decrease under the provisions of the effective Power Cost Adjustment Rider.

RIDERS:

The amount calculated in this tariff is subject to increase or decrease under the provisions of any applicable rider that may be approved by the City Council of the City of Cartersville.

BILLING DEMAND:

The maximum billing demand shall be based on the highest thirty-minute kW measurement during the current month and the preceding eleven (11) months.

For the consumption months of June through September, the Billing Demand shall be the greater of:

- 1) The current actual demand; or
- 2) Ninety-Five percent (95%) of the highest actual demand occurring in any previous applicable summer month (June through September); or
- 3) Sixty percent (60%) of the highest actual demand occurring in any previous applicable winter month (October through May).

For the consumption months of October through May, the Billing Demand shall be the greater of:

- 1) Ninety-Five percent (95%) of the highest summer month (June through September); or
- 2) Sixty percent (60%) of the highest winter month (October through May), including the current month.

However, in no case shall the Billing Demand be less than the greater of:

- 1) The Contract Minimum Demand; or
- 2) Fifty-percent (50%) of the contract capacity; or
- 3) 95 kW (95% of 100 kW).

REACTIVE DEMAND:

Where there is an indication of a power factor of less than .95% lagging, CES may at its' option install metering equipment to measure Reactive Demand. The Reactive Demand is the highest 30-minute kVAR measured during the month. The Excess Reactive Demand is the kVAR which is in excess of one-third of the measured actual kW in the current month. CES will bill Excess Reactive Demand at the rate of \$0.33 per excess kVAR.



LARGE POWER SERVICE, LP-4

<u>PAGE</u>	<u>EFFECTIVE DATE</u>	<u>PAGE</u>
1 of 2	Bills Rendered on or after March 19, 2012	9.00

AVAILABILITY:

Available in all areas served by the City of Cartersville Electric System (CES) and subject to CES's service rules and regulations.

APPLICABILITY:

Applicable to all commercial or industrial electric service which is delivered or compensated to one standard voltage and where the following criteria are met:

- 1) Billing demand for the current month and the preceding 11 months must be greater than or equal to 1,000 kW and less than 3,500 kW as defined in the Billing Demand section of this tariff.
- 2) In the event that Billing Demand becomes permanently less than 1,000 kW, the customer may switch to the appropriate tariff following 12 months of service on this tariff.

TYPE OF SERVICE:

REMOVED "Single or t" Three-phase, sixty (60) hertz, at a standard voltage.

MONTHLY RATE:

Administrative Charge	\$150.00
Distribution Demand Charge	\$1.10 per kW of Billing Demand
Transmission Charge	\$2.15 per kW of Billing Demand
Generation Charge:	

Consumption (kWh) not greater than 200 hours times the billing demand:

First 200,000 kWh	10.0¢ per kWh
Over 200,000 kWh	9.4¢ per kWh

Consumption (kWh) in excess of 200 hours and not greater than 400 hours times the billing demand:

All kWh	4.6¢ per kWh
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Consumption (kWh) in excess of 400 hours and not greater than 600 hours times the billing demand:

All kWh	4.2¢ per kWh
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All consumption (kWh) in excess of 600 hours times the billing demand:

All kWh	4.0¢ per kWh
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LARGE POWER SERVICE, LP-4 (continued)

PAGE 2 of 2			PAGE 9.10
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MINIMUM MONTHLY BILL:

Administrative Charge, plus \$8.00 per kW of Billing Demand, plus Reactive Demand Charges, plus Power Cost Adjustment as applied to the current month metered energy in kWh, plus charges in any applicable rider.

POWER COST ADJUSTMENTS:

The amount calculated in this tariff is subject to increase or decrease under the provisions of the effective Power Cost Adjustment Rider.

RIDERS:

The amount calculated in this tariff is subject to increase or decrease under the provisions of any applicable rider that may be approved by the City Council of the City of Cartersville.

BILLING DEMAND:

The maximum billing demand shall be based on the highest thirty-minute kW measurement during the current month and the preceding eleven (11) months.

For the consumption months of June through September, the Billing Demand shall be the greater of:

- 1) The current actual demand; or
- 2) Ninety-Five percent (95%) of the highest actual demand occurring in any previous applicable summer month (June through September); or
- 3) Sixty percent (60%) of the highest actual demand occurring in any previous applicable winter month (October through May).

For the consumption months of October through May, the Billing Demand shall be the greater of:

- 1) Ninety-Five percent (95%) of the highest summer month (June through September); or
- 2) Sixty percent (60%) of the highest winter month (October through May), including the current month.

However, in no case shall the Billing Demand be less than the greater of:

- 1) The Contract Minimum Demand; or
- 2) Fifty-percent (50%) of the contract capacity; or
- 3) 950 kW (95% of 1,000 kW).

REACTIVE DEMAND:

Where there is an indication of a power factor of less than 95% lagging, CES may at its' option install metering equipment to measure Reactive Demand. The Reactive Demand is the highest 30-minute kVAR measured during the month. The Excess Reactive Demand is the kVAR which is in excess of one-third of the measured actual kW in the current month. CES will bill Excess Reactive Demand at the rate of \$0.33 per excess kVAR.



EXTRA LARGE POWER SERVICE, **XLP-3**

PAGE 1 of 2	EFFECTIVE DATE Bills Rendered on or after March 19, 2012	PAGE 10.00
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AVAILABILITY:

Available in all areas served by the City of Cartersville Electric System (CES) and subject to CES's service rules and regulations.

APPLICABILITY:

Applicable to all commercial or industrial electric service which is delivered or compensated to one standard voltage and where the following criteria are met:

- 1) Billing demand for the current month and the preceding 11 months must be greater than or equal to 3,500 kW as defined in the Billing Demand section of this tariff.
- 2) In the event that Billing Demand becomes permanently less than 3,500 kW, the customer may switch to the appropriate tariff following 12 months of service on this tariff.

TYPE OF SERVICE:

Three-phase, sixty (60) hertz, at a standard voltage.

MONTHLY RATE:

Administrative Charge	\$250.00
Distribution Demand Charge	\$1.00 per kW of Billing Demand
Transmission Charge	\$2.20 per kW of Billing Demand
Generation Charge:	

Consumption (kWh) not greater than 200 hours times the billing demand:

First 700,000 kWh	9.4¢ per kWh
Over 700,000 kWh	8.8¢ per kWh

Consumption (kWh) in excess of 200 hours and not greater than 400 hours times the billing demand:

All kWh	4.6¢ per kWh
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Consumption (kWh) in excess of 400 hours and not greater than 600 hours times the billing demand:

All kWh	4.2¢ per kWh
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Consumption (kWh) in excess of 600 hours times the billing demand:

All kWh	4.0¢ per kWh
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EXTRA LARGE POWER SERVICE, **XLP-3** (continued)

<u>PAGE</u> 2 of 2			<u>PAGE</u> 10.10
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MINIMUM MONTHLY BILL:

Administrative Charge, plus \$8.00 per kW of Billing Demand, plus Reactive Demand Charges, plus Power Cost Adjustment as applied to the current month metered energy in kWh, plus charges in any applicable rider.

POWER COST ADJUSTMENTS:

The amount calculated in this tariff is subject to increase or decrease under the provisions of the effective Power Cost Adjustment Rider.

RIDERS:

The amount calculated in this tariff is subject to increase or decrease under the provisions of any applicable rider that may be approved by the City Council of the City of Cartersville.

BILLING DEMAND:

The maximum billing demand shall be based on the highest thirty-minute kW measurement during the current month and the preceding eleven (11) months.

For the consumption months of June through September, the Billing Demand shall be the greater of:

- 1) The current actual demand; or
- 2) Ninety-Five percent (95%) of the highest actual demand occurring in any previous applicable summer month (June through September); or
- 3) Sixty percent (60%) of the highest actual demand occurring in any previous applicable winter month (October through May).

For the consumption months of October through May, the Billing Demand shall be the greater of:

- 1) Ninety-Five percent (95%) of the highest summer month (June through September); or
- 2) Sixty percent (60%) of the highest winter month (October through May), including the current month.

However, in no case shall the Billing Demand be less than the greater of:

- 1) The Contract Minimum Demand; or
- 2) Fifty-percent (50%) of the contract capacity; or
- 3) 3,325 kW (95% of 3,500 kW).

REACTIVE DEMAND:

Where there is an indication of a power factor of less than 95% lagging, CES may at its' option install metering equipment to measure Reactive Demand. The Reactive Demand is the highest 30-minute kVAR measured during the month. The Excess Reactive Demand is the kVAR which is in excess of one-third of the measured actual kW in the current month. CES will bill Excess Reactive Demand at the rate of \$0.33 per excess kVAR.



CITY GOVERNMENT LIGHTING SERVICE, **CGL-5**

<u>PAGE</u> 1 of 2	<u>EFFECTIVE DATE</u> Bills Rendered on or after March 19, 2012	<u>PAGE</u> 13.00
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AVAILABILITY:

Available in all areas served by the City of Cartersville Electric System (CES) and subject to CES's service rules and regulations.

APPLICABILITY:

Applicable only to outdoor lighting by ballast-operated vapor lamp fixtures with high pressure sodium (HPS), metal halide (MH), or mercury vapor (MV) lamps, and poles conforming to CES specifications. Service will be rendered only at locations that, in the sole opinion of CES, are readily accessible for maintenance. This tariff is applicable only to public street lighting and traffic signals.

MONTHLY RATES:

HIGH PRESSURE SODIUM

<u>Size</u>	<u>Type</u>	<u>Rate</u>	<u>Size</u>	<u>Type</u>	<u>Rate</u>
100W	Open Bottom	\$9.00	250W	Parking Lot	\$17.50
100W	Cobrahead	\$9.00	400W	Cobrahead	\$17.00
150W	Cobrahead	\$11.00	400W	Directional Flood	\$19.00
150W	Post Top	\$11.00	400W	Parking Lot	\$21.00
250W	Cobrahead	\$13.50	1000W	Directional Flood	\$27.00
250W	Directional Flood	\$15.50	1000W	Parking Lot	\$27.00

MERCURY VAPOR*

<u>Size</u>	<u>Type</u>	<u>Rate</u>
175W	Open Bottom	\$9.50
175W	Cobrahead	\$10.00
400W	Cobrahead	\$16.00

*These rates are for existing mercury vapor lights only. No new mercury vapor lights will be installed.

METAL HALIDE**

<u>Size</u>	<u>Type</u>	<u>Rate</u>	<u>Size</u>	<u>Type</u>	<u>Rate</u>
250W	Directional Flood	\$25.00	1000W	Directional Flood	\$37.00
250W	Parking Lot	\$25.00	1000W	Parking Lot	\$37.00
400W	Directional Flood	\$30.00	1500W	Sports Lighting	\$43.00
400W	Parking Lot	\$30.00			

**Not approved for roadway use.

CITY GOVERNMENT LIGHTING SERVICE, **CGL-5** (continued)

PAGE 2 of 2		PAGE 13.10
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MONTHLY RATES (continued):

POLES

<u>Size</u>	<u>Type</u>	<u>Rate</u>	<u>Size</u>	<u>Type</u>	<u>Rate</u>
14'	Acorn Decorative	\$2.00	40'	Wood	\$2.50
20'	Acorn Decorative	\$2.00	30'	Shoebox Decorative	\$1.50
20'	Salem Aluminum	\$1.50	35'	Shoebox Decorative	\$2.00
30'	Wood	\$1.50	40'	Shoebox Decorative	\$2.50
35'	Wood	\$2.00	40'	Cobrahead Decorative	\$2.50

TRAFFIC SIGNALS

	<u>Traffic Signal</u>	<u>Traffic Flasher</u>	<u>School Flasher</u>
Basic Service Charge per Head (CES provides relamping)	\$1.75	\$2.75	\$4.75
Basic Service Charge per Head (Customer provides relamping)	\$1.00	\$1.75	\$2.50

POLE INSTALLATION CHARGE:

A non-refundable contribution to construction will be required of developers/subdividers for CES to set a pole or poles in providing city street lighting.

<u>Size</u>	<u>Type</u>	<u>Rate</u>	<u>Size</u>	<u>Type</u>	<u>Rate</u>
14'	Acorn Decorative	\$1400.00	40'	Wood	\$300.00
20'	Acorn Decorative	\$1400.00	30'	Shoebox Decorative	\$600.00
20'	Salem Aluminum	\$400.00	35'	Shoebox Decorative	\$750.00
30'	Wood	\$300.00	40'	Shoebox Decorative	\$900.00
35'	Wood	\$300.00	40'	Cobrahead Decorative	\$1000.00

TERM OF CONTRACT:

The **REMOVED** "original" term is **REMOVED** "of this contract will be" a minimum of five (5) years **REMOVED** ", and thereafter until terminated by either party".

POWER COST ADJUSTMENTS:

This tariff is not subject to the Power Cost Adjustment Rider.

RIDERS:

The amount calculated in this tariff is subject to increase or decrease under the provisions of any applicable rider that may be approved by the City Council of the City of Cartersville.



MEDIUM ECONOMIC DEVELOPMENT, **MED-5**

<u>PAGE</u>	<u>EFFECTIVE DATE</u>	<u>PAGE</u>
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AVAILABILITY:

Available to a qualifying customer only with the approval of the City of Cartersville Electric System (CES) on a case-by-case basis in all areas served by CES and subject to CES's service rules and regulations.

APPLICABILITY:

Applicable only to commercial or industrial electric service which is delivered or compensated to one standard voltage and where the following criteria are met:

- 1) New or expanded electric service which is added to the CES system.
- 2) Non-coincident metered demand.
- 3) Minimum monthly metered demand is 200 kW.
- 4) Delivered at one service point.

TYPE OF SERVICE:

Three-phase, sixty (60) hertz, at a standard voltage. **REMOVED** "This service may include firm or interruptible power."

MONTHLY RATE:

Administrative Charge \$150.00
 Generation Demand Charge \$1.93 per kW of Billing Demand
 Transmission Demand Charge \$2.07 per kW of Billing Demand
 Distribution Energy Charge:

Consumption (kWh) not greater than 200 hours times the Metered Demand:

All kWh 7.0¢ per kWh

Consumption (kWh) in excess of 200 hours and not greater than 400 hours times the Metered Demand:

All kWh 5.0¢ per kWh

Consumption (kWh) in excess of 400 hours times the Metered Demand:

All kWh 4.0¢ per kWh

MINIMUM MONTHLY BILL:

Administrative Charge, plus \$8.00 per kW of Billing Demand, plus Reactive Demand Charges, plus Power Cost Adjustment as applied to the current month metered energy in kWh, plus charges in any applicable rider.

MEDIUM ECONOMIC DEVELOPMENT, **MED-5** (continued)

PAGE 2 of 2			PAGE 15.10
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POWER COST ADJUSTMENTS:

The amount calculated in this tariff is subject to increase or decrease under the provisions of the effective Power Cost Adjustment Rider.

RIDERS:

The amount calculated in this tariff is subject to increase or decrease under the provisions of any applicable rider that may be approved by the City Council of the City of Cartersville.

BILLING DEMAND:

The Billing Demand shall be based on the highest thirty-minute kW measurement and shall be the greater of the customer's metered demand in the current billing month or the maximum demand metered during the prior eleven months including the current billing month. Until such time as the Billing Demand can be determined, an estimate will be used by CES for billing purposes that shall be not less than the maximum metered demand for the current billing month.

REACTIVE DEMAND:

Where there is an indication of a power factor of less than 95% lagging, CES may at its' option install metering equipment to measure Reactive Demand. The Reactive Demand is the highest 30-minute kVAR measured during the month. The Excess Reactive Demand is the kVAR which is in excess of one-third of the measured actual kW in the current month. CES will bill Excess Reactive Demand at the rate of \$0.33 per excess kVAR.

TERM:

Maximum term of initial five (5) years or as stated in contract.

TERMS AND CONDITIONS:

Service under this tariff may be discontinued and applicable load placed on the standard applicable tariff if, in the opinion of CES, the customer violates any of the following:

- 1) Any two payments for electric service are not delivered in full by the date due as stated on customer's monthly bill.
- 2) Electric service furnished is resold.
- 3) More than one (1) delivery point or more than one (1) standard voltage is required.
- 4) Applicable load increase is less than 200 kW.
- 5) Monthly peak demand is coincident with CES' monthly peak demand.
- 6) Character of service does not meet criteria of this tariff.



POWER COST ADJUSTMENT RIDER, **PCA-5**

<u>PAGE</u> 1 of 1	<u>EFFECTIVE DATE</u> Bills Rendered on or after March 19, 2012	<u>PAGE</u> 21.00
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APPLICABILITY:

Applicable to all electric tariffs of the City of Cartersville Electric System (CES) wherein the Power Cost Adjustment Rider is referenced.

PURPOSE:

Used by CES to assure that the cost of power purchased by the City from the Municipal Electric Authority of Georgia (MEAG), the Southeastern Power Association (SEPA), and/or any other source is fully recovered by revenues received from retail electric customers.

MONTHLY RATE:

The **REMOVED "standard"** base electric rate tariffs **REMOVED "effective with bills rendered on or after October 18, 2005"** include a fixed amount of power supply costs. Variances from this fixed amount of power supply costs, either in excess or in shortfall, shall be collected from or refunded to each of the City's standard metered electric customers on an equal per kWh basis.

LEVELIZING:

The power supply cost variance will be reviewed monthly. However, in order to keep month-to-month PCA fluctuations reasonable, CES may use a levelizing technique provided that the total variance from the base cost amount, over or under, equals the total amount of PCA revenue collected from customers during each **fiscal REMOVED "calendar"** year.